

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

3 * * * * *

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

Case No. 21-12597-1

6 **Against:**

FILED

7 **MARIA CORAZON O. REGALADO, M.D.,**

MAR 04 2022

8 **Respondent.**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *[Signature]*

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron B. Fricke, J.D., General Counsel for the Board and attorney for the
13 IC, and Maria Corazon O. Regalado, M.D. (Respondent), a licensed physician in Nevada, assisted
14 by her attorney, Bridget Kelly, J.D., M.S., of the law firm of Nutile Law, hereby enter into this
15 Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 2. Respondent is a medical doctor currently licensed in active by the Board pursuant to
18 Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative
19 Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. Her license was
20 originally issued on April 27, 1999 (License No. 8966).

21 3. On November 4, 2021, in Case No. 21-12597-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges three (3) violations of NRS 630.301(4), Malpractice (Counts I, IV, and VI); two (2)
24 violations of NRS 630.306(1)(b)(2), Violation of Standards of Practice (Counts II and VII); and three
25 (3) violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Counts III, V,
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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 and VIII). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in
2 NRS 630.352.

3 4. 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 concerning
5 the nature and significance of this Complaint.

6 5. Respondent is hereby advised of her rights regarding this administrative matter, and of
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, the Nevada Open Meeting Law (OML), which is contained in
10 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS
11 Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint,
12 the right to representation by counsel, at her own expense, in the preparation and presentation of her
13 defense, the right to confront and cross-examine the witnesses and evidence against him, the right to
14 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the
15 right to judicial review of the Board's order, if the decision is adverse to her.

16 6. 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 concludes
20 that Respondent violated one or more provisions of the Medical Practice Act.

21 7. Respondent understands and agrees that this Agreement, by and between Respondent
22 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
23 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
24 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
25 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
26 further understands and agrees that if the Board approves this Agreement, then the terms and
27 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 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 acknowledges she 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 she 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 her or that
20 may apply to her in connection with the administrative proceedings resulting from the Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed**. Respondent acknowledges
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
27 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges that
28 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential

1 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
2 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
3 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
4 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
5 effectuate this Agreement.

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

10 a. Respondent admits to Counts II and VII, consisting of two (2) violations of
11 NRS 630.306(1)(b)(2), Violation of Standards of Practice, and admits to Counts III, V, and VIII,
12 consisting of three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical
13 Records, as alleged in the Complaint.

14 b. Respondent's license to practice medicine shall be placed on probation for a
15 period of forty-eight (48) months from the date of the Board's acceptance, adoption and approval of
16 this Agreement (the "Probation Period"). During the Probation Period, should Respondent commit
17 any new violations of the Medical Practice Act or fail to comply with any term or condition of this
18 Agreement, the IC shall be authorized to immediately suspend Respondent's license to practice
19 medicine in the State of Nevada pending an Order to Show Cause Hearing, maintaining the suspension
20 pending final adjudication by the Board of the alleged violation. Specifically, during the Probation
21 Period, the Respondent shall comply with the following terms and conditions, which hereby constitute
22 specific orders of the Board:

23 i. Respondent shall pay a fine in the amount of five thousand dollars
24 (\$5,000.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
25 Agreement.

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1 ii. Respondent shall pay the costs and expenses incurred in the
2 investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's
3 acceptance, adoption and approval of this Agreement, in the amount of three thousand seven hundred
4 seventy dollars and eighty-four cents (\$3,770.84).

5 iii. Respondent shall complete twenty-one (21) hours of continuing
6 medical education (CME) regarding best practices in prescribing of controlled substances, pain
7 management, and addiction, within six (6) months of the date of the Board's acceptance, adoption and
8 approval of this Agreement. The aforementioned hours of CME shall be in addition to any CME
9 requirements that are regularly imposed upon Respondent as a condition of licensure in the State of
10 Nevada, and shall be approved by the Board to meet this requirement prior to their completion, and
11 proof of completion shall be provided to the Board.

12 iv. Respondent shall complete seventeen (17) hours of CME regarding
13 best practices in medical recordkeeping within six (6) months of the date of the Board's acceptance,
14 adoption and approval of this Agreement. The aforementioned hours of CME shall be in addition to
15 any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the
16 State of Nevada, and shall be approved by the Board to meet this requirement prior to their
17 completion, and proof of completion shall be provided to the Board.

18 v. Respondent shall complete ten (10) hours of CME regarding best
19 practices in hospice and palliative care within six (6) months of the date of the Board's acceptance,
20 adoption and approval of this Agreement. The aforementioned hours of CME may be used to fulfill
21 the twenty (20) hours of CME within Respondent's scope of practice or specialty, pursuant to
22 NAC 630.153(1), which are regularly required of Respondent as a condition of licensure in the State
23 of Nevada, and shall be approved by the Board to meet this requirement prior to their completion, and
24 proof of completion shall be provided to the Board.

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

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

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1 e. The remaining counts of the Complaint, and any other claims arising from
2 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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 Complaint. In the course of seeking Board acceptance, approval and adoption of
18 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 may not be limited to, matters concerning this Agreement, the Complaint and any and
24 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
25 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
26 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
27 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, and, pending full compliance with the terms herein, the case shall be closed
4 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

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

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

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result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
condition of this Agreement may subject Respondent to civil collection efforts.

DATED this 2nd day of February, ²⁰²² ~~2021~~. DATED this 28th day of December 2021.

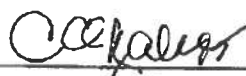
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

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Attorney for Respondent

DATED this 28th day of DEC, 2021.

By: 
MARIA CORAZON O. REGALADO, M.D.,
Nevada License No. 8966
Respondent

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 21-12597-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of March, 2022.

DATED this 4th day of March, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



VICTOR M. MURO, M.D.
Board President