

# AGENDA ITEM 12

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

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and**  
6 **Complaint Against**  
7 **NERI M. BLANCO-CUEVAS, M.D.,**  
8 **Respondent.**

Case No. 19-12338-1

**FILED**

JUN 10 2019

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
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 Neri M. Blanco-Cuevas, M.D. (Respondent), a licensed Physician in  
14 Nevada, by and through her counsel, Crane M. Pomerantz, Esq., hereby enter into this Settlement  
15 Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. Background**

17 1. Respondent is a medical doctor currently licensed in active status by the Board, and at  
18 all times relevant to this Settlement Agreement, pursuant to Chapter 630 of the Nevada Revised  
19 Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical  
20 Practice Act), to practice medicine in Nevada since February 26, 2004 (License No. 10819).

21 2. On January 31, 2019, in Case No. 19-12338-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this  
23 Complaint alleges one (1) violation of NRS 630.3062(1)(a), failure to maintain timely, legible,  
24 accurate and complete medical records relating to the diagnosis, treatment and care of a patient  
25

26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 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 (Count I); one (1) violation of NRS 630.306(1)(e), practice beyond the scope of license (Count II);  
2 and one (1) violation of NRS 630.301(4), malpractice (Count III).

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 a copy of the Complaint, has reviewed and  
6 understands the Complaint, and has had the opportunity to consult with competent counsel  
7 concerning the nature and significance of the Complaint.

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 Complaint. 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 Complaint, 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  
5 matters with regard to the Complaint, Respondent and the IC hereby agree to the following terms  
6 and conditions:

7 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a  
8 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 the  
16 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 Complaint  
23 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
24 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
25 Respondent agrees to settle and resolve the allegations of the Complaint 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 Complaint 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 Complaint, 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 this Complaint 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 Count I, failure to maintain timely, legible, accurate and  
13 complete medical records relating to the diagnosis, treatment and care of a patient, violation of  
14 NRS 630.3062(1)(a); and Count III, malpractice, a violation of NRS 630.301(4).

15 b. Respondent will pay the costs and expenses incurred in the investigation and  
16 prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval  
17 of this Agreement, the current amount being \$2,353.47, not including any costs that may be  
18 necessary to finalize this Agreement.

19 c. For Count III, Respondent shall pay a fine of One Thousand Dollars (\$1,000.00).  
20 Based on Respondent's current financial circumstances, payment of \$250 per month will be due  
21 on the first day of the month beginning on July 1, 2019, through October 1, 2019, and the first day  
22 of each month thereafter until satisfied in full.

23 d. Respondent shall complete four (4) hours of continuing medical education (CME)  
24 related to the subject matter of scope of practice within six (6) months from the date of the Board's  
25 acceptance, adoption and approval of this Agreement. The aforementioned four (4) hours of CME  
26 shall be in addition to any CME requirements that are regularly imposed upon Respondent as a  
27 condition of licensure in the State of Nevada and shall be approved by the Board prior to their  
28 completion.

1 e. Respondent shall schedule, attend, and participate in the Fitness for Duty (FFD)  
2 Evaluation within the Physician Assessment and Clinical Education Program (PACE), located at UC  
3 San Diego by the end of August 2019, pursuant to the Order in BME Case No. 17-17034, and follow  
4 the recommendations in the report.

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

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

8 h. Count II of the Complaint, and any other claims arising from BME Case No. 17-  
9 17308 shall be dismissed with prejudice.

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

22 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
23 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
24 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
25 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
26 adjudicating members of the Board.

27 Respondent acknowledges that such contacts and communications may be made or  
28 conducted ex parte, without notice or opportunity to be heard on her part until the public Board

1 meeting where this Agreement is discussed, and that such contacts and communications may  
2 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
3 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
4 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
5 respond to any questions that may be addressed to the IC or the IC's counsel.

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

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

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


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

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

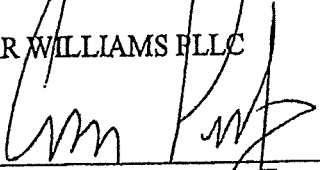
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1           13.    Failure to Comply With Terms. Should Respondent fail to comply with any term  
2 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
3 the Board, the IC shall be authorized to immediately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

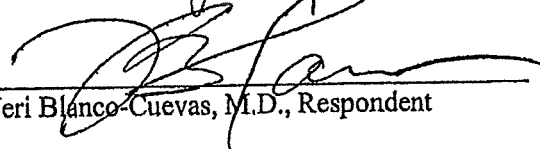
10  
11 Dated this 4 day of June, 2019.

12  
13 By:   
14 Donald K. White, Esq., Deputy General Counsel  
15 Attorney for the Investigative Committee

16 Dated this 13<sup>th</sup> day of June, 2019.

17 SKLAR WILLIAMS PLLC  
18  
19 By:   
20 Crane M. Pomerantz, Esq.

21 Dated this 27<sup>th</sup> day of May, 2019.

22  
23   
24 Neri Blanco-Cuevas, M.D., Respondent

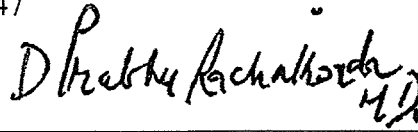


OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 895521  
(775) 688-2559

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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement (19-12338-1) 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 \$2353.47



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