BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

* * * * *

In The Matter of an Investigation	)	**Case No. 09-11127-1**
Regarding	)	
YUN SZU YEH, M.D.,	)	FILED
	)	OCT 06 2009
Respondent.	)	NEVADA STATE BOARD OF MEDICAL EXAMINERS

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

CONSENT AGREEMENT FOR REVOCATION OF LICENSE TO PRACTICE MEDICINE IN THE STATE OF NEVADA

This Consent Agreement is hereby entered into by and between the Nevada State Board of Medical Examiners (the "Board"), composed of Charles N. Held, M.D., Benjamin J. Rodriguez, M.D., Ms Renee West, Javaid Anwar, M.D., Ms. Jean Stoess, M.A., S. Daniel McBride, M.D., Mr. Van V. Heffner, and Beverly A. Neyland, M.D., by and through General Counsel, Edward O. Cousineau, and Yun Szu Yeh, M.D. (Respondent), through his counsel of record, Kathleen Janssen, Esq., as follows:

WHEREAS, the Board initiated an investigation related to Respondent's professional conduct in the state of Nevada after learning that on July 13, 2009, the State of Arizona charged Respondent on 14 felony counts for allegedly writing illegal drug prescriptions for patients at a clinic he operated in Mohave County, Arizona. The 14 felony counts against Respondent include conspiracy, assisting a criminal syndicate, money laundering and administering narcotic drugs. Respondent has pled not guilty and his criminal case is pending; and

WHEREAS, on July 21, 2009, Respondent voluntarily surrendered his controlled substance prescribing privileges in the states of Arizona and Nevada; and

WHEREAS, the allegations against Respondent charged in the Arizona Criminal Complaint, if true, would constitute violations of Nevada law. Further, Respondent admits that the acts described above, if accepted by the finder of fact, would establish grounds for discipline pursuant to NRS Chapter 630; and

WHEREAS, Respondent acknowledges that he has read and understands this Consent Agreement and has stipulated to its contents. In addition, Respondent acknowledges that he is represented by counsel herein, whom Respondent covenants and agrees is fully capable, competent, and fully advised in these circumstances and Respondent further covenants and agrees that he enters into this Agreement knowingly, willingly, and intelligently after full consultation with counsel; and

WHEREAS, in execution of this Consent Agreement, the Respondent, for himself, his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in their representative capacities, and in their individual capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against any or all of the persons or entities named in this paragraph arising out of or by reason of this Consent Agreement or its administration; and

WHEREAS, Respondent understands and agrees that this Consent Agreement shall be given consideration in open session at a meeting duly noticed and scheduled, and that Board counsel shall advocate for its acceptance, but that the Board has the right to decide in its own discretion whether or not to approve this Consent Agreement; and

WHEREAS, Respondent understands and agrees that if the Board approves the terms, covenants and conditions of this Consent Agreement, then the terms, covenants and conditions enumerated below shall be binding and enforceable upon him; and

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

WHEREAS, if the Board does not adopt this Consent Agreement, Respondent will not assert as a defense that the Board's consideration of this Consent Agreement constitutes bias, prejudice, prejudgment or other similar defense; and

WHEREAS, this Consent Agreement, once approved and signed, is a matter of public record that will be publicly disseminated as a formal action of the Board and will be reported to the National Practitioner Data Bank and on the Board's website; and

WHEREAS, if any part of the Consent Agreement is later declared void or otherwise unenforceable, the remainder of the Consent Agreement in its entirety shall remain in force and effect.

NOW THEREFORE, in order to resolve the above captioned matter, Respondent and the Board hereby agree to the following terms, covenants and conditions:

1. **Jurisdiction.** Respondent is, and at all times mentioned in the above-captioned matter was, a physician licensed to practice medicine in the State of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

2. **Admissions.** All 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, said admissions by Respondent 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 court proceeding, or any other state or federal court.

3. **Waiver of Rights.** In connection with this Consent Agreement, and the terms, covenants and conditions contained herein, Respondent knowingly, willingly and intelligently, with the advice of above identified counsel, waives all rights arising under or pursuant to the United States Constitution (except the privilege against self-incrimination and the attorney-client privilege), the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

available to him or that may apply to him, and Respondent further agrees that the matter may be settled and resolved in accordance with this Consent Agreement without a hearing or any further proceeding, and without the right to judicial review. In the event this Consent Agreement is not approved by the Board, this Agreement shall have no force and effect and Respondent shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in connection with a subsequent proceeding by the Board.

4. **Consent to Entry of Order.** In order to negate the costs and expenses related to a protracted investigation and potential prosecution related to the aforementioned criminal filing in the state of Arizona, Respondent hereby agrees and does not contest that an order may be entered herein by the Board finding that Respondent's license to practice medicine in the state of Nevada shall be permanently revoked, that Respondent shall be prohibited from ever reapplying for medical licensure in the state of Nevada, and that Respondent agrees to pay $2,000.00 in investigative fees and costs, payable to the Nevada State Board of Medical Examiners within sixty (60) days of acceptance, adoption and approval of this Agreement by the Board.

Dated this 30th day of September, 2009

Edward O. Cousineau
Attorney for the
Nevada State Board of Medical Examiners

Kathleen Janssen, Esq.
Attorney for Respondent

I, Yun Szu Yeh, M.D., hereby agree to the foregoing Consent Agreement in relation to Nevada State Board of Medical Examiners Case No. 09-11127-1.

Dated this 16 day of September, 2009.

Yun Szu Yeh, M.D., Respondent

IT IS SO ORDERED that the above consent agreement for revocation of license to practice medicine in the state of Nevada be accepted in regards to Yun Szu Yeh, M.D., Case #09-11127-1

Done in open session this 6th day of October, 2009.

Charles N. Held, President
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559