BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

In the Matter of Charges and )
Complaint Against )
MARIBEL MONROE, M.D., )
Respondent. )

Case No. 08-12142-1

FILED

AUG 11 2009
NEVADA STATE BOARD OF
MEDICAL EXAMINERS

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Investigative Committee
(IC) of the Nevada State Board of Medical Examiners (the Board), composed of Charles N. Held,
M.D., Chairman, Jean Stoess, M.A., Member, and Benjamin J. Rodriguez, M.D., member by and
through IC counsel, Edward O. Cousineau, and Maribel Monroe, M.D. (Respondent), as follows:

WHEREAS, on or about August 4, 2008, the IC of the Board filed a formal complaint in the
above-referenced matter, charging Respondent with violations of the Medical Practice Act (NRS
Chapter 630), to wit: malpractice, defined as the failure to use the reasonable knowledge, skill and
expertise ordinarily used in similar circumstances, and a violation of NRS 630.301(4).

WHEREAS, Respondent has received a copy of the Complaint, reviewed it, understands the
nature and significance of the Complaint, and Respondent is fully advised concerning her rights and
defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board finds
and concludes that she has violated one or more provisions of the Medical Practice Act; and

WHEREAS, Respondent understands and agrees that he has certain rights under the United
States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice
Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B),
including but not limited to the right to a formal hearing on the charges against her, the right to
representation by counsel in the preparation and presentation of her defense, the right to
confrontation and cross-examination of witnesses against her, the right to present evidence and
Practice Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but not limited to the right to a formal hearing on the charges against her, the right to representation by counsel in the preparation and presentation of her defense, the right to confrontation and cross-examination of witnesses against her, the right to present evidence and witnesses on her own behalf, the right to written findings, conclusions and order regarding a final decision by the Board, and the right to judicial review of any final decision by the Board that is adverse to her; and

WHEREAS, provided this Agreement is approved by the Board, Respondent agrees to waive all of her rights under the United States Constitution, the Constitution of the state of Nevada, the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited to the right to a hearing on the charges and written findings of fact, conclusions of law and order, and she agrees to settle and resolve this matter of the formal complaint against her by way of, and in accordance with, this Settlement, Waiver and Consent Agreement; and

WHEREAS, Respondent understands and agrees that this Agreement is entered into by and between herself and the Board’s IC, and not with the Board, but that the IC will present this Agreement to the Board for consideration in open session at a regularly-scheduled quarterly meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but that the Board has the right to decide in its own discretion whether or not to approve this Agreement; and

WHEREAS, Respondent and the IC each understand and agree that if the Board approves the terms, covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated below shall be binding and enforceable upon Respondent and the Board’s IC; and

WHEREAS, Respondent has reviewed and understands all the relevant facts and circumstances of this matter;

NOW THEREFORE, in order to resolve the above-captioned case and charges brought against her by the Board’s Investigative Committee in said matter, Respondent and the IC hereby agree to the following terms, covenants and conditions:
1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed 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. **Representation by Counsel.** Respondent is represented by Maria Nutile, Esq. Respondent acknowledges and agrees that she enters into this Agreement knowingly, willingly, and intelligently after full consultation with counsel.

3. **Waiver of Rights.** Respondent covenants and agrees that she waives 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 her or that may apply to her in connection with the proceeding on the complaint filed herein, the defense of said complaint and the adjudication of the charges in said complaint, and Respondent further agrees that the matter of the disciplinary action commenced by complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceeding, and without the right to judicial review.

   In the event this 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 her or that may apply to her in connection with the proceeding on the Complaint.

4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and agrees that the Board’s IC has a reasonable basis to believe that Respondent violated one or more provisions of the Medical Practice Act.

5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary proceedings pending against her without any further cost and expense of providing a defense to the Complaint and in recognition that Respondent has previously participated in significant remedial training to address the events at issue in the underlying complaint, Respondent hereby agrees that an order may be entered herein by the Board against her finding that Respondent has violated the Medical Practice Act to wit: that in treating the patient referenced in the underlying Complaint filed
by the IC, Respondent failed to use the reasonable knowledge, skill and expertise ordinarily used
in similar circumstances, and therefore a violation of NRS 630.301(4), that Respondent shall be
publicly reprimanded, and that Respondent shall reimburse the Board the reasonable costs and
expenses incurred in the investigation and prosecution of this case in the current amount of
$4,645.73, plus any additional costs that may be accrued subsequent in the disposition of this
matter. The aforementioned costs are to be paid to the Nevada State Board of Medical
Examiners within ninety (90) days of the acceptance, adoption and approval of this Agreement
by the Board. A final accounting of the additional costs will be provided to Respondent in the
entry of the Board’s Order relating to the matter.

6. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
recommend approval and adoption of the terms, covenants and conditions contained herein by
the Board in resolution of the disciplinary proceedings pending herein against Respondent
pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or
acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff
and members of the panel of the Board who would adjudicate this case if it were to go to hearing.
Respondent covenants and agrees that such contacts and communication may be made or
conducted ex parte, without notice or opportunity to be heard on her part or on the part of her
counsel, until the public Board meeting where this Agreement is discussed, and that such
contacts and communications may include, but not be limited to, matters concerning this
Agreement, the Complaint, the allegations in the complaint, any and all evidence that may exist
in support of the Complaint, and any and all information of every nature whatsoever related to
the Complaint against Respondent. The IC and its counsel agree that Respondent and/or her
counsel may appear at the Board meeting where this Agreement is discussed in order to respond
to any and all questions that may be addressed to the IC or its counsel at such meeting.

7. **Board Approval Required.** This Agreement will be placed on the next available
Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
understood that this Agreement will only become effective if the Board approves the
recommendation of the IC for acceptance.
8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves, accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the IC will cause to be entered herein the Board’s Order accepting, adopting and approving this Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Section 5.

9. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be null, void, and of no further force and effect except as to the following covenant and agreement regarding disqualification of adjudicating Board panel members. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek acceptance and adoption of this Agreement by the Board shall disqualify any member of the adjudicating panel of the Board from considering the charges against Respondent and participating in the disciplinary proceedings in any role, including adjudication of the case, and Respondent further agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

10. **Release From Liability.** In execution of this Agreement, the Respondent, for herself, her 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 absent evidence of bad faith, 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 investigation, this disciplinary action, this settlement or its administration, in connection with the complaint. The IC hereby agrees to accept this Agreement in full settlement of all claims related to the complaint, with the understanding that the final decision rests with the Board.
11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent and the Board’s IC, which contract may be enforced in a court or tribunal having jurisdiction.

12. **Forum Selection Clause.** Respondent covenants and agrees that in the event either party is required to seek enforcement of this Agreement in the district court, she consents to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

13. **Attorneys’ Fees and Costs.** Respondent covenants and agrees that in the event an action is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys’ fees.

14. **Failure to comply with terms.** In the event the Board enters its Order approving this Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have grounds, after notice and a hearing, to take disciplinary action against Respondent in addition to that included herein for the subject’s violation of an Order of the Board in accordance with NRS 630.3065(2)(a).

Dated this 3rd day of May, 2009.

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

Maria Nutile, Esq.
Attorney for Respondent

I, Maribel Monroe, M.D., hereby agree to the foregoing Settlement, Consent and Waiver as to the complaint in Nevada State Board of Medical Examiners Case No. 08-12142-01

Dated this 7th day of May, 2009.

Maribel Monroe, M.D., Respondent
IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of August 2009, with the final total amount of costs due of $4,846.98.

RENEE WEST, Secretary-Treasurer
NEVADA STATE BOARD OF MEDICAL EXAMINERS