BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

In The Matter of Charges and

Complaint Against

CLIFFORD CARROL, M.D.

Respondent.

Case No. 10-11702-1

FILED

JUN 13 2011

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is 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, Theodore B. Berndt, M.D. and Ms. Valerie Clark, BSN, RHU, LUTCF by
and through counsel, Lyn E. Beggs, Esq.; and Clifford Carrol, M.D. (Respondent), by and through
his counsel Sherman Mayor, Esq., as follows:

WHEREAS, on August 11, 2010, the Board’s IC filed a Complaint in the above
referenced matter charging Respondent with engaging in conduct that is grounds for discipline
pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count
of malpractice as defined by NAC 630.040, a violation of NRS 630.301(4); and

WHEREAS, Respondent has received and reviewed a copy of the Complaint, understands
it, and has consulted with competent counsel Sherman Mayor, Esq., concerning the nature and
significance of the Complaint and Respondent is fully advised concerning his rights and defenses
to the Complaint as well as the possible sanctions that may be imposed if the Board finds and
concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical
Practice Act; and

WHEREAS, Respondent understands and agrees that this Agreement is entered into by
and between himself and the Board’s Investigative Committee, and not with the Board, but that the
Investigative Committee will present this Agreement to the Board for consideration in open
session at a Board meeting, appropriately noticed, and that the Investigative Committee 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 Investigative Committee 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 Investigative Committee; and

NOW THEREFORE, in order to resolve the above-captioned case and charges brought
against Respondent, by the Board’s Investigative Committee in said matter, Respondent and the
Investigative Committee hereby agree to the following terms, covenants and conditions:

1. Consent to Entry of Order. The Board filed a Complaint against Respondent
alleging that Respondent engaged in conduct that is grounds for discipline pursuant to the
Medical Practice Act to wit: malpractice as set forth in count I of the Complaint, a violation of
NRS 630.301(4). In order to resolve the matter of these proceedings against him without any
further costs and expense of providing a defense to the Complaint or to any other amended
Complaints, Respondent does not wish to contest the allegations set forth in count I of the
Complaint but does not make any admissions as to the conduct as alleged. To resolve and settle
this Complaint, the Board and Respondent have agreed that Respondent shall complete eight
hours of continuing medical education (CME) on the subject of documentation of colonoscopies
(if available) and/or the subject of advances in colonoscopy (to be pre-approved by the Board)
within twelve months of the date of acceptance of this Agreement by the Board. Respondent
shall also submit to random reviews of his charts for a period of six months beginning on the
date of acceptance of this Agreement by the Board and pay the costs associated with such
reviews, within thirty days of receiving an invoice for said costs. Furthermore, Respondent shall
be ordered to reimburse the Board the reasonable costs and expenses incurred in the
investigation and prosecution of this case, the current amount being $5,664.82. These costs
shall be paid to the Nevada State Board of Medical Examiners within ninety (90) days of the
acceptance of this Agreement by the Board. The terms of this Agreement take into
consideration the fact that Respondent has demonstrated in this matter that he has addressed the
issue of proper documentation in his records, the primary concern noted in the Complaint.

2. **Jurisdiction.** Respondent was at all times mentioned in the Complaint filed in the
above-captioned matter a licensed Physician 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 and
NAC 630), and to impose sanctions as provided by the Act.

3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this
Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In
connection with this Agreement, and the terms, covenants and conditions contained herein,
Respondent knowingly, willingly and intelligently, 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 Respondent or that may apply to Respondent in
connection with the proceeding regarding 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 the filing of the 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 Respondent or that may apply
to Respondent in connection with the proceeding on the Complaint filed herein.

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

5. **Procedure for Adoption of Agreement.** It is expressly understood that this
Agreement will only become effective if the Board approves the recommendation of the
Investigative Committee for acceptance. The Investigative Committee and counsel for the
Investigative Committee shall recommend approval of the terms, covenants and conditions
contained herein by the Board in resolution of the disciplinary proceedings pending herein
against Respondent pursuant to the Complaint. In the course of seeking Board approval of this
Agreement, counsel for the Investigative Committee 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 his part or on the part of his
counsel, if any, 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 and the allegations therein, 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 Investigative Committee and its counsel agree that
Respondent and his counsel, if any, 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 Investigative
Committee or its counsel at such meeting.

6. Effect of Acceptance of Agreement by Board. In the event the Board approves
the terms, covenants and conditions set out in this Agreement, counsel for the Investigative
Committee will cause to be entered herein the Board’s Order 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 Paragraph 1.

7. Effect of Rejection of Agreement by Board. In the event the Board does not
approve 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 Investigative Committee 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 he shall not seek to disqualify any such member absent evidence of bad faith.

8. **Release From Liability.** In execution of this 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 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 Investigative
Committee 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.

9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
binding and enforceable contract upon Respondent and the Board’s Investigative Committee,
which contract may be enforced in a court or tribunal having jurisdiction.

10. **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, he 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.

11. **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.

12. **Failure to Comply With Terms.** In the event the Board enters its Order
approving this Agreement, upon receipt of credible information that Respondent has failed to
comply with any term or condition of this Order, the Board shall be authorized to immediately
suspend Respondent’s license until Respondent complies with the term or condition. Failure to
comply with the terms recited herein may result in additional disciplinary action being initiated
against Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a).

Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal action as determined to be necessary to collect the unpaid fine, fee, or cost.

Dated this 3rd day of May, 2011.

By: Lyn E. Bege, Esq.
Attorney for the Investigative Committee

Dated this 28th day of April, 2011.

By: Sherman Mayor, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

Clifford Carrol, M.D., Respondent

Dated this 29th day of April, 2011.

Subscribed and sworn to before me
this 29th day of April, 2011.

Mandi Zambai
Notary Public
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 10th day of June 2011, with the final total amount of costs due of $5,664.82.

[Signature]

Charles N. Held, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS