

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

9 **WHEREAS**, Respondent, based on her understanding of the relevant facts and
10 circumstances, and subject to the conditions set forth in this Agreement, desires to waive all of her
11 rights under the United States Constitution, the Constitution of the state of Nevada, the Medical
12 Practice Act and the Nevada Administrative Procedures Act, including but not limited to the right to
13 a hearing on the charges and written findings of fact, conclusions of law and order, and she desires to
14 settle and resolve the matter of the formal complaint against her by way of and in accordance with
15 this Settlement, Waiver and Consent Agreement; and

16 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
17 between herself and the Board's IC, and not with the Board, but that the IC will present this
18 Agreement to the Board for consideration in open session at a regular meeting duly noticed and
19 scheduled, and that the IC will advocate approval of this Agreement by the Board, but that the Board
20 has the right to decide in its own discretion whether or not to approve this Agreement; and

21 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,
22 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated
23 below shall be binding and enforceable upon her; and

24 **WHEREAS**, Respondent understands and agrees that, if the Board does not approve the
25 terms, covenants and conditions of this Agreement, then the terms, covenants and conditions
26 enumerated below shall not be binding and enforceable upon her except the provisions as to
27 disqualification of adjudicating panel members in paragraph number 9, and he will be provided with

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1 an opportunity to defend herself against the charges against her at a regularly scheduled hearing in
2 accordance with all applicable laws.

3 **NOW THEREFORE**, in order to resolve the pending complaint and charges brought
4 against her by the Board's Investigative Committee in the above-captioned matter, Respondent and
5 the IC hereby agree to the following terms, covenants and conditions:

6 1. **Jurisdiction**. Respondent is, and at all times mentioned in the complaint filed in the
7 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada, subject
8 to jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice
9 Act, and to impose sanctions as provided by the Act.

10 2. **Representation by Counsel**. Respondent is represented by counsel herein, whom
11 Respondent covenants and agrees is fully capable, competent and fully advised in these
12 circumstances, and Respondent further covenants and agrees that she enters into this Agreement
13 knowingly, willingly, and intelligently after full consultation with and upon the advice of counsel.

14 3. **Waiver of Rights**. In connection with this Agreement, and the terms, covenants and
15 conditions contained herein, Respondent knowingly, willingly and intelligently, with the advice of
16 above-identified counsel, waives all rights arising under or pursuant to the United States
17 Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that
18 may be available to her or that may apply to her in connection with the proceeding on the complaint
19 filed herein, the defense of said complaint, the adjudication of the charges in said complaint and the
20 imposition of sanctions, and Respondent further agrees that the matter of the disciplinary action
21 commenced by complaint herein may be settled and resolved in accordance with this Agreement
22 without a hearing or any further proceeding and without the right to judicial review.

23 4. **Acknowledgement of Reasonable Basis to Proceed**. Respondent covenants and
24 agrees that the Board's IC has a reasonable basis to believe that Respondent engaged in one or more
25 instances of conduct that is grounds for discipline pursuant to the provisions of the Medical Practice
26 Act.

27 5. **Consent to Entry of Order**. In order to resolve the matter of these disciplinary
28 proceedings pending against her without any further costs and expense of providing a defense to the

1 complaint, Respondent hereby agrees and does not contest that an order may be entered herein by the
2 Board against her finding that Respondent engaged in conduct that is grounds for discipline pursuant
3 to the Medical Practice Act, to wit: two counts of failing to maintain timely and complete medical
4 records related to her care and treatment of two patients at issue in the associated underlying
5 complaint, violations of NRS 630.3062(1), that Respondent shall be publicly reprimanded, that
6 within one year of the acceptance, adoption and approval of this Agreement, Respondent shall
7 complete ten (10) hours of Continuing Medical Education (CME) regarding the subject of medical
8 record keeping, which are to be approved by the Board in advance of their accomplishment. The
9 aforementioned CME's are to be in addition to any CME requirements that are regularly imposed
10 upon Respondent as a condition of licensure in the state of Nevada, and lastly, that Respondent
11 shall reimburse the Board the reasonable costs and expenses incurred in the investigation and
12 prosecution of this case in the current amount of \$3,369.37, plus any additional costs that may be
13 accrued subsequent to dispose of this matter. The aforementioned costs are to be paid to the
14 Nevada State Board of Medical Examiners within sixty (60) days of the acceptance, adoption and
15 approval of this Agreement by the Board. A final accounting of the additional costs will be
16 provided to Respondent in the entry of the Board's Order relating to the matter.

17 6. Release From Liability. In execution of this Settlement Agreement, the
18 Respondent, for herself, her executors, successors and assigns, hereby releases and forever
19 discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their
20 members, agents and employees in their individual and representative capacities, from any and all
21 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
22 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have
23 or claim to have, against any or all of the persons or entities named in this paragraph arising out of
24 or by reason of this investigation, this disciplinary action, this settlement or its administration.

25 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
26 recommend approval and adoption of the terms, covenants and conditions contained herein by the
27 Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to
28 the formal complaint. In the course of seeking Board approval, adoption and/or acceptance of this

1 Agreement, counsel for the IC may communicate directly with the Board staff and members of the
2 panel of the Board that would adjudicate this case if it were to go to hearing. Respondent
3 covenants and agrees that such contacts and communication may be made or conducted ex parte,
4 without notice or opportunity to be heard on his part or on the part of his counsel, and that such
5 contacts and communications may include, but not be limited to, matters concerning this
6 Agreement, the complaint, the allegations in the complaint any and all evidence that may exist in
7 support of the complaint, and any and all information of every nature whatsoever related to the
8 complaint or the proceedings herein against Respondent.

9 8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
10 accepts and adopts the terms, covenants and conditions set out in this Agreement, the Board will
11 enter herein an order finding that in two instances Respondent violated NRS 630.3062(1), that
12 Respondent shall be publicly reprimanded, and that Respondent complete the CME requirements
13 and pay the costs and expenses of the investigation and prosecution of this matter as provided in
14 paragraph 5 herein.

15 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
16 approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this
17 Agreement shall be null, void and of no further force and effect except as to the following
18 covenant and agreement regarding disqualification of adjudicating Board panel members.
19 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
20 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
21 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
22 adjudicating panel of the Board from considering the charges against Respondent and participating
23 in the disciplinary proceedings in any role, and Respondent further agrees that he shall not seek to
24 disqualify any such member.

25 10. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding
26 and enforceable contract upon Respondent and the Board's IC, which contract may be enforced in
27 a court or tribunal having jurisdiction. Additionally, upon receipt of credible information that
28 Respondent has failed to comply with any term or condition of the aforementioned order, the

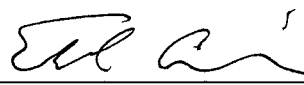
1 Board shall be authorized to immediately suspend Respondent's license to practice medicine until
2 Respondent complies with the term or condition. Further, failure to comply with the terms recited
3 herein may result in additional disciplinary action being initiated against Respondent for a
4 violation of an Order of the Board in accordance with
5 NRS 630.3065(2)(a). And, any failure to pay any fine, fee, or cost ordered herein may also result
6 in such legal action as determined to be necessary to collect the unpaid fine, fee, or cost.

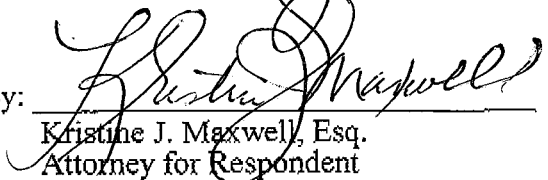
7 11. **Forum Selection Clause.** Respondent covenants and agrees that in the event either
8 party is required to seek enforcement of this Agreement in the district court, he consents to such
9 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial
10 District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

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

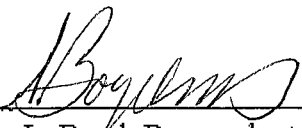
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15 Dated this 19th day of June, 2012.

Dated this 12th day of June, 2012.

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17 By: 
18 Edward O. Cousineau, J. D.
19 Attorney for the Investigative Committee
20 of the Nevada State Board of Medical Examiners

By: 
Kristine J. Maxwell, Esq.
Attorney for Respondent

21 UNDERSTOOD AND AGREED:

22
23 
24 Susan L. Boyd, Respondent

25 Dated this 12 day of June, 2012.

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the 7th day of September 2012, with the final total
3 amount of costs due of \$3,369.37.

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6 Benjamin J. Rodriguez, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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