

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

3 \* \* \* \* \*

4 **In The Matter of Charges and** ) **Case No. 11-7546-1**  
5 )  
6 **Complaint Against** ) **FILED**  
7 ) **JUN - 7 2013**  
8 **LYNN GREENHOUSE, M.D.,** ) **NEVADA STATE BOARD OF**  
9 **Respondent.** ) **MEDICAL EXAMINERS**  
By: \_\_\_\_\_

10  
11 **AMENDED SETTLEMENT AGREEMENT**

12 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of  
13 the Nevada State Board of Medical Examiners (the Board) composed of  
14 Theodore B. Berndt, M.D., Chairman, Ms. Valerie Clark BSN, RHU, LUTCF, Member, and  
15 Michael J. Fischer, M.D., Member, by and through, Bradley O. Van Ry, Esq.,  
16 Board General Counsel and Attorney for the IC, and Lynn Greenhouse, M.D. (Respondent), by  
17 and through her counsel Shawn K. Jones, Esq., of the law firm of Wilson, Barrows, Salyer & Jones  
18 as follows:

19 **WHEREAS**, on December 1, 2011, the Board's IC filed a Complaint in the above  
20 referenced matter charging Respondent with engaging in conduct that is grounds for discipline  
21 pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: two counts  
22 of engaging in conduct which is in violation of a regulation of the State Board of Pharmacy as set  
23 forth in Counts I and II of the Complaint, a violation of NRS 630.306(2)(c); one count of and one  
24 count of administering, dispensing or prescribing any controlled substance, or any dangerous drug  
25 to herself or others except as authorized by law as set forth in Count III of the Complaint, a  
26 violation of NRS 630.306(3) that was previously resolved by Settlement Agreement between the  
27 parties;

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1           **WHEREAS**, the IC received and review subsequent potentially valid defenses, including,  
2 but not limited to, potentially valid claims of confusion over the meaning and extent of the original  
3 settlement agreement; and

4           **WHEREAS**, Respondent has received and reviewed a copy of the Complaint and the  
5 subsequent claims of confusion and matters of clarification in this matter, understands them, and  
6 has consulted with competent counsel concerning the nature and significance of the Complaint and  
7 subsequent investigative complaints and Respondent is fully advised concerning her rights and  
8 defenses to the complaint as well as the possible sanctions that may be imposed if the Board finds  
9 and concludes that she has engaged in conduct that is grounds for discipline pursuant to the  
10 Medical Practice Act. Respondent has reviewed all the relevant facts and circumstances of this  
11 matter and after due consideration and consultation with her counsel and after due consideration,  
12 while not admitting or denying any of the allegations set forth in the Complaint, desires to resolve  
13 these matters by agreement without any further costs and expense of providing a defense.

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

21           **WHEREAS**, Respondent and the Investigative Committee each understand and agree that  
22 if the Board approves the terms, covenants and conditions of this  
23 Amended Settlement Agreement, then the terms, covenants and conditions enumerated below shall  
24 be binding and enforceable upon Respondent and the Board's Investigative Committee; and

25           **NOW THEREFORE**, in order to further clarify the original Settlement Agreement in the  
26 above-captioned case and to resolve the subsequent claims of confusion and matters of  
27 clarification regarding this Respondent by the Board's Investigative Committee, Respondent and  
28 the Investigative Committee hereby agree to the following terms, covenants and conditions:

1           1.       **Consent to Entry of Order.** In order to resolve the matter pending against her  
2 without any further costs and expense of providing a defense to the Complaint, Respondent, while  
3 not admitting or denying the allegations set forth in the Complaint, hereby agrees that an Amended  
4 Settlement Agreement in this matter is fair and appropriate and that an order may be entered herein  
5 by the Board accepting the Amended Settlement Agreement as detailed below after previously  
6 finding by Settlement Agreement that Respondent engaged in conduct that is grounds for  
7 discipline pursuant to the Medical Practice Act to wit: two counts of engaging in conduct in  
8 violation of a regulation adopted by the State Board of Pharmacy as set forth in Counts I and II of  
9 the Complaint, violations of NRS 630.306(2)(c).

10           a)       The Board shall further order that Respondent's license to practice medicine shall  
11 be suspended for a period of forty-eight (48) months, said suspension being stayed and  
12 Respondent being placed on probation for a period of forty-eight (48) months to expire on  
13 March 9, 2016 subject to the following terms and conditions:

14           b)       Respondent was previously issued a public reprimand by the Board;

15           c)       Respondent shall apply for a certificate of registration from the Nevada State Board  
16 of Pharmacy to dispense controlled substances or dangerous drugs and apply for and  
17 maintain a license from the Drug Enforcement Agency (DEA) for controlled substances;

18           d)       General Counsel on behalf of Board shall author a letter to the DEA and Nevada  
19 State Board of Pharmacy confirming Respondent's current compliant status with the Board  
20 immediately upon execution by Respondent and her attorney;

21           e)       Respondent shall complete ten (10) hours of AMA category one continuing  
22 medical education (CME) in addition to those hours required to maintain licensure, on the  
23 topic of pain management for chronic pain patients or related topic. Respondent's  
24 participation may be in-person or on-line. Said CME credits are to be completed within  
25 twelve (12) months of the adoption and acceptance of this Agreement by the Board and  
26 which must be pre-approved by the Chairman of the Investigative Committee;

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1 f) Respondent shall remain in compliance with all state and federal laws pertaining to  
2 the practice of medicine and the prescribing, administering or dispensing of any dangerous  
3 drug or controlled substance; and,

4 g) Respondent shall reimburse the Board the reasonable costs and expenses incurred  
5 in the subsequent investigation and prosecution, the current amount being \$1,062.19,  
6 including any costs that may be necessary to finalize this Agreement. The costs shall be  
7 paid to the Nevada State Board of Medical Examiners within ninety (90) days of the  
8 acceptance of this Agreement by the Board.

9 2. **Jurisdiction.** Respondent was, at all times mentioned in the Complaint filed in the  
10 above-captioned matter and the investigative complaints, a physician licensed to practice medicine  
11 in the state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of  
12 violations of the Medical Practice Act (NRS 630), and to impose sanctions as provided by the  
13 Act.

14 3. **Waiver of Rights.** Respondent covenants and agrees that she enters into this  
15 Amended Settlement Agreement knowingly, willingly, and intelligently with the advice of above  
16 identified counsel. In connection with this Amended Settlement Agreement, and the terms,  
17 covenants and conditions contained herein, Respondent knowingly, willingly and intelligently,  
18 waives all rights arising under or pursuant to the United States Constitution, the Constitution of the  
19 state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or  
20 that may apply to Respondent in connection with the proceeding regarding the Complaint filed  
21 herein and the investigative complaints, the defense of said Complaint and the adjudication of the  
22 charges in said Complaint and the matters of clarification, and Respondent further agrees that the  
23 matter of the disciplinary action commenced by the filing of the complaint was already settled and  
24 resolved in accordance with the previous Settlement Agreement without a hearing or any further  
25 proceeding, and without the right to judicial review. In the event this Amended Settlement  
26 Agreement is not approved by the Board, this Amended Settlement Agreement shall have no force  
27 and effect and Respondent shall have all rights arising under or pursuant to the United States  
28 Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B

1 that may be available to Respondent or that may apply to Respondent in connection with the  
2 proceeding on the complaint filed herein and the investigative complaints.

3 4. **Procedure for Adoption of Agreement.** It is expressly understood that this  
4 Amended Settlement Agreement will only become effective if the Board approves the  
5 recommendation of the Investigative Committee for acceptance. The Investigative Committee and  
6 counsel for the Investigative Committee shall recommend approval of the terms, covenants and  
7 conditions contained herein by the Board in resolution of the disciplinary proceedings pending  
8 herein against Respondent pursuant to the Complaint. In the course of seeking Board approval of  
9 this Amended Settlement Agreement, counsel for the Investigative Committee may  
10 communicate directly with the Board staff and members of the panel of the Board who would  
11 adjudicate this case if it were to go to hearing. Respondent covenants and agrees that such  
12 contacts and communication may be made or conducted ex parte, without notice or opportunity  
13 to be heard on her part or on the part of her counsel, if any, until the public Board meeting where  
14 this Amended Settlement Agreement is discussed, and that such contacts and communications  
15 may include, but not be limited to, matters concerning this Amended Settlement Agreement, the  
16 Complaint and the allegations therein and the matters of clarification, any and all evidence that  
17 may exist in support of the Complaint and the matters of clarification, and any and all  
18 information of every nature whatsoever related to the Complaint and the matters of clarification  
19 involving Respondent. The Investigative Committee and its counsel agree that Respondent and  
20 her counsel may appear at the Board meeting where this Amended Settlement Agreement is  
21 discussed in order to respond to any and all questions that may be addressed to the Investigative  
22 Committee or its counsel at such meeting.

23 5. **Effect of Acceptance of Agreement by Board.** In the event the Board approves  
24 the terms, covenants and conditions set out in this Amended Settlement Agreement, counsel for  
25 the Investigative Committee will cause to be entered herein the Board's Order approving this  
26 Amended Settlement Agreement, ordering full compliance with the terms herein and ordering  
27 that this case be closed, subject to the provisions in Paragraph 1.

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

12           7.       **Release From Liability.** In execution of this Amended Settlement Agreement,  
13 the Respondent, for herself, her executors, successors and assigns, hereby releases and forever  
14 discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their  
15 members, agents and employees in their representative capacities, and in their individual  
16 capacities absent evidence of bad faith, from any and all manner of actions, causes of action,  
17 suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in  
18 law or equity, that Respondent ever had, now has, may have or claim to have, against any or all  
19 of the persons or entities named in this paragraph arising out of or by reason of this  
20 investigation, this disciplinary action, this settlement or its administration, in connection with  
21 the complaint. The Investigative Committee hereby agrees to accept this  
22 Amended Settlement Agreement in full settlement of all claims related to the complaint, with  
23 the understanding that the final decision rests with the Board.

24                       Further, this Amended Settlement Agreement is a release and discharge, subject  
25 to its express terms and conditions, of Respondent for all related conduct, including specifically,  
26 complaints for medical services provided by Respondent on or before October 1, 2010,  
27 regardless of when such matter, action or complaint is filed or brought to the attention of the  
28 Board.

1           8.     Binding Effect. Respondent covenants and agrees that this  
2 Amended Settlement Agreement is a binding and enforceable contract upon Respondent and the  
3 Board's Investigative Committee which contract may be enforced in a court or tribunal having  
4 jurisdiction.

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

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

14          11.    Failure to comply with terms. In the event the Board enters its order approving  
15 this Amended Settlement Agreement, should Respondent fail to comply with any term or  
16 condition recited herein, the Board shall be authorized to immediately suspend Respondent's  
17 license to practice medicine in the state of Nevada pending an order to show cause hearing  
18 which will be duly noticed. Further, failure to comply with the terms recited herein may result  
19 in additional disciplinary action being initiated against Respondent for a violation of an Order of  
20 the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to

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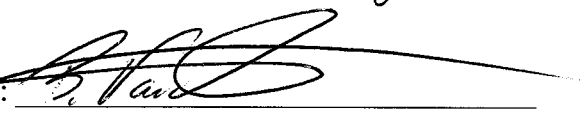
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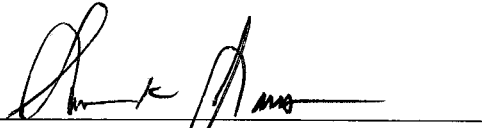
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1 reimburse the Board for monies agreed to be paid as a condition of settlement may subject  
2 Respondent to civil collection efforts.

3 Dated this 17<sup>th</sup> day of MAY, 2013.

Dated this 8<sup>th</sup> day of APRIL, 2013.


5 By: 

By: 

6 Bradley O. Van Ry, Esq.  
7 Attorney for the Investigative Committee  
8 of the Nevada State Board of Medical  
9 Examiners

Shawn K. Jones, Esq.  
Wilson Barrows Salyer Jones

10 UNDERSTOOD AND AGREED:

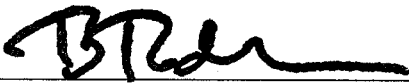
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12 \_\_\_\_\_  
13 Lynn Greenhouse, M.D. Respondent

14 Dated this 8<sup>th</sup> day of APRIL, 2013

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1 **IT IS HEREBY ORDERED** that the foregoing Amended Settlement Agreement is approved and  
2 accepted by the Nevada State Board of Medical Examiners on the 7<sup>th</sup> day of June 2013, with the final  
3 total amount of costs due of \$1,062.19.



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