



OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

1105 Terminal Way #301

Reno, Nevada 89502

(775) 688-2559

1 decision by the Board, and the right to judicial review of any final decision by the Board that is  
2 adverse to him; and

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

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

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

18         **WHEREAS**, Respondent has reviewed and understands all the relevant facts and  
19 circumstances of this matter and after due consideration concedes that his active license to practice  
20 medicine in California has been suspended, modified and or limited as outlined in the Complaint  
21 filed by the IC of the Board in this case.

22         **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought  
23 against him by the Board's Investigative Committee in said matter, Respondent and the IC hereby  
24 agree to the following terms, covenants and conditions:

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

1           2.       **Representation by Counsel.** Respondent is represented by James Rosenberger,  
2 Esq., and acknowledges that he has consulted with him prior to the execution of this Agreement.

3           3.       **Waiver of Rights.** Respondent covenants and agrees that he enters into this  
4 Agreement knowingly, willingly, and intelligently and that he has consulted with out-of-state  
5 counsel prior to entering into this Agreement. In connection with this Agreement, and the terms,  
6 covenants and conditions contained herein, Respondent knowingly, willingly and intelligently,  
7 waives all rights arising under or pursuant to the United States Constitution, the Constitution of the  
8 state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may  
9 apply to him in connection with the proceeding on the complaint filed herein, the defense of said  
10 complaint and the adjudication of the charges in said complaint, and Respondent further agrees that  
11 the matter of the disciplinary action commenced by complaint herein may be settled and resolved in  
12 accordance with this Agreement without a hearing or any further proceeding, and without the right  
13 to judicial review.

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

17           5.       **Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
18 proceedings pending against him without any further cost and expense of providing a defense to the  
19 complaint, Respondent hereby agrees that an order may be entered herein by the Board against him,  
20 finding that Respondent has violated Nevada's Medical Practice Act to wit: the disciplinary action  
21 related to Respondent's license to practice medicine in the state of Kansas, constitute violations  
22 of the provisions of NRS 630.301(3), and that based upon the same, that Respondent shall be  
23 publicly reprimanded, that Respondent shall be fined in the amount of \$1,000.00, and that  
24 Respondent shall agree to the following terms and conditions:

25           a.       that Respondent has complied with all the terms and conditions set forth by the  
26 Kansas Medical Board in its Consent Order which became effective on February 16, 2007, (see  
27 Exhibit A);  
28

1           b.       that Respondent shall contact the Compliance Officer of the Board (hereinafter  
2 “Compliance Officer”) within thirty (30) days of the approval and acceptance of this Agreement  
3 in order to provide information regarding the most expeditious method of contacting him;

4           c.       that Respondent shall sign a release of information allowing the Board to  
5 communicate with the Kansas Medical Board regarding Respondent’s compliance with the terms  
6 of his Kansas Consent Order and to obtain proof of completion of said probation and  
7 reinstatement of his license without restrictions;

8           d.       that Respondent shall cooperate fully with the Compliance Officer, or any other  
9 designated person, in the administration and enforcement of this Agreement;

10          e.       that Respondent agrees to pay the costs of investigation and prosecution of this  
11 matter in the current amount of \$1,472.72, along with the costs to conclude the matter, if any,  
12 within sixty (60) days of the Board’s acceptance and approval of this Agreement;

13          6.       **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
14 recommend approval and adoption of the terms, covenants and conditions contained herein by  
15 the Board in resolution of the disciplinary proceedings pending herein against Respondent  
16 pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or  
17 acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff  
18 and members of the panel of the Board who would adjudicate this case if it were to go to hearing.  
19 Respondent covenants and agrees that such contacts and communication may be made or  
20 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his  
21 counsel, and that such contacts and communications may include, but not be limited to, matters  
22 concerning this Agreement, the complaint, the allegations in the complaint, any and all evidence  
23 that may exist in support of the complaint, and any and all information of every nature  
24 whatsoever related to the complaint against Respondent.

25          7.       **Board Approval Required.** This Agreement will be placed on the next available  
26 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly  
27 understood that this Agreement will only become effective if the Board approves the  
28 recommendation of the IC for acceptance.

1           8.     **Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
2 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
3 IC will cause to be entered herein the Board's Order consistent with the terms of paragraph 5  
4 above.

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

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

1           11.    Binding Effect. Respondent covenants and agrees that this Agreement is a  
2 binding and enforceable contract upon Respondent and the Board's IC, which contract may be  
3 enforced in a court or tribunal having jurisdiction.

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

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

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

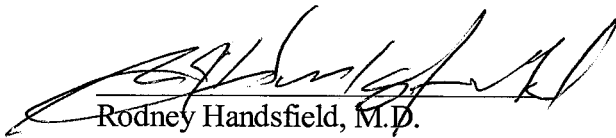
16           Dated this 5<sup>th</sup> day of August, 2009.

17           

18           \_\_\_\_\_  
19           Edward O. Cousineau, Esq.  
20           Attorney for the Investigative Committee  
21           of the Nevada State Board of Medical Examiners

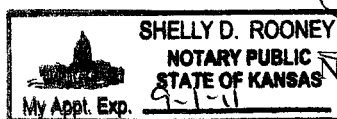
22           I am in agreement with all of the terms of the foregoing Settlement, Waiver and Consent  
23 Agreement signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Edward O. Cousineau, Esq.,  
24 Attorney for the Investigative Committee of the Nevada State Board of Medical Examiners.

25           Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

26             
27           Rodney Handsfield, M.D.

28           Respondent

Signature of Rodney Handsfield, M.D.  
subscribed and sworn to before me  
this 27 day of July, 2009

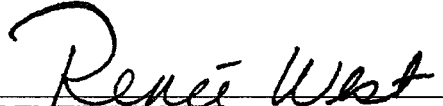


Shelly D Rooney  
Notary Public

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 7<sup>th</sup> day of August 2009, with the final total amount of costs due of \$1,713.61.

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