

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**)
7 **LYNN GREENHOUSE, M.D.,**)
8 **Respondent.**)

FILED

MAR 12 2012

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

9
10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of
12 the Nevada State Board of Medical Examiners (the "Board") composed of
13 Theodore B. Berndt, M.D., Ms. Valerie Clark BSN, RHU, LUTCF and Michael J. Fischer,
14 M.D., by and through counsel, Lyn E. Beggs, Esq., and Lynn Greenhouse, M.D. (Respondent), by
15 and through her counsel Shawn K. Jones, Esq., of the law firm of Wilson | Barrows | Salyer | Jones,
16 as follows:

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

25 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands
26 it, and has consulted with competent counsel concerning the nature and significance of the
27 Complaint and Respondent is fully advised concerning her rights and defenses to the complaint as
28 well as the possible sanctions that may be imposed if the Board finds and concludes that she has

1 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act.
2 Respondent has reviewed all the relevant facts and circumstances of this matter and after due
3 consideration and consultation with her counsel and after due consideration, while not admitting or
4 denying any of the allegations set forth in the Complaint, desires to resolve this matter by
5 agreement without any further costs and expense of providing a defense.

6 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by
7 and between herself and the Board's Investigative Committee, and not with the Board, but that the
8 Investigative Committee will present this Agreement to the Board for consideration in open
9 session at a Board meeting, appropriately noticed, and that the Investigative Committee shall
10 advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
11 own discretion whether or not to approve this Agreement; and

12 **WHEREAS**, Respondent and the Investigative Committee each understand and agree that
13 if the Board approves the terms, covenants and conditions of this Agreement, then the terms,
14 covenants and conditions enumerated below shall be binding and enforceable upon Respondent
15 and the Board's Investigative Committee; and

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

19 1. **Consent to Entry of Order**. In order to resolve the matter of these disciplinary
20 proceedings pending against her without any further costs and expense of providing a defense to
21 the Complaint or to any amended complaints, Respondent, while not admitting or denying the
22 allegations set forth in the Complaint, hereby agrees a stipulated resolution in this matter is fair and
23 appropriate and that an order may be entered herein by the Board finding that Respondent engaged
24 in conduct that is grounds for discipline pursuant to the Medical Practice Act to wit: two counts of
25 engaging in conduct in violation of a regulation adopted by the State Board of Pharmacy as set
26 forth in Counts I and II of the Complaint, violations of NRS 630.306(2)(c). The Board shall
27 further order that Respondent's license to practice medicine shall be suspended for a period of
28

1 thirty-six (36) months, said suspension being stayed and Respondent being placed on probation for
2 a period of forty-eight (48) months subject to the following terms and conditions:

3 a) Respondent shall be issued a public reprimand;

4 b) Respondent shall not apply for nor hold a certificate of registration from the
5 Nevada State Board of Pharmacy to dispense controlled substances or dangerous drugs for
6 the period of probation, however this Agreement shall not bar Respondent from applying
7 for and maintaining a license from the Drug Enforcement Agency (DEA) or applying for
8 and/or maintaining a controlled substance registration from the Nevada State Board of
9 Pharmacy;

10 c) Respondent shall complete twelve (12) hours of AMA category one continuing
11 medical education (CME) in addition to those hours required to maintain licensure, six
12 hours of which must be on the topic of ethics and the remaining six hours on the topic of
13 prescribing and/or dispensing controlled substances and dangerous drugs. Said CME
14 credits are to be completed within twelve (12) months of the adoption and acceptance of
15 this Agreement by the Board and which must be pre-approved by the Chairman of the
16 Investigative Committee.

17 d) Respondent shall reimburse the Board the reasonable costs and expenses incurred
18 in the investigation and prosecution of this case, the current amount being \$1404.06, not
19 including any costs that may be necessary to finalize this Agreement. The costs shall be
20 paid to the Nevada State Board of Medical Examiners within ninety (90) days of the
21 acceptance of this Agreement by the Board.

22 Finally, count III of the Complaint shall be dismissed.

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

27 3. **Waiver of Rights.** Respondent covenants and agrees that she enters into this
28 Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In

1 connection with this Agreement, and the terms, covenants and conditions contained herein,
2 Respondent knowingly, willingly and intelligently, waives all rights arising under or pursuant to
3 the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and
4 NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in
5 connection with the proceeding regarding the Complaint filed herein, the defense of said
6 Complaint and the adjudication of the charges in said Complaint, and Respondent further agrees
7 that the matter of the disciplinary action commenced by the filing of the complaint herein may be
8 settled and resolved in accordance with this Agreement without a hearing or any further
9 proceeding, and without the right to judicial review. In the event this Agreement is not approved by
10 the Board, this Agreement shall have no force and effect and Respondent shall have all rights
11 arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada,
12 NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply
13 to Respondent in connection with the proceeding on the complaint filed herein.

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

1 Respondent and her counsel may appear at the Board meeting where this Agreement is discussed
2 in order to respond to any and all questions that may be addressed to the Investigative
3 Committee or its counsel at such meeting.

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

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

19 7. **Release From Liability.** In execution of this Agreement, the Respondent, for
20 herself, her executors, successors and assigns, hereby releases and forever discharges the state of
21 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
22 employees in their representative capacities, and in their individual capacities absent evidence of
23 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
24 executions, claims and demands whatsoever, known and unknown, in law or equity, that
25 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
26 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
27 action, this settlement or its administration, in connection with the complaint. The Investigative
28

1 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
2 complaint, with the understanding that the final decision rests with the Board.

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


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

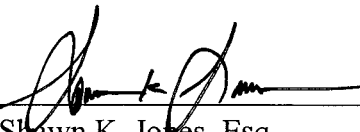
10 10. **Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event
11 an action is commenced in the district court to enforce any provision of this Agreement, the
12 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

13 11. **Failure to comply with terms.** In the event the Board enters its Order approving
14 this Agreement, should Respondent fail to comply with the terms recited herein, the Board
15 would then have grounds, after notice and a hearing, to take disciplinary action against
16 Respondent in addition to that included herein for the subject's violation of an Order of the
17 Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to
18 reimburse the Board for monies agreed to be paid as a condition of settlement, may subject
19 Respondent to civil collection efforts.

20 Dated this 13th day of February, 2012.

20 Dated this 7th day of FEBRUARY 2012.

22 By: 
23 Lyn E. Beggs, Esq.
24 Attorney for the Investigative Committee
25 of the Nevada State Board of Medical
26 Examiners

22 By: 
23 Shawn K. Jones, Esq.
24 Wilson | Barrows | Salyer | Jones

27 UNDERSTOOD AND AGREED:

28

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



Lynn Greenhouse, M.D. Respondent

Dated this 7th day of FEBRUARY, 2012

1 **IT IS HEREBY ORDERED** that the foregoing Settlement, Waiver and Consent Agreement is
2 approved and accepted by the Nevada State Board of Medical Examiners on the 9th day of March 2012,
3 with the final total amount of costs due of \$1,404.06.

4 

5 _____
6 Benjamin J. Rodriguez, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28