

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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RECEIVED

AUG 23 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

In the Matter of Charges and Complaint
Against:
LOUISE MITSUKO BAARTZ, RRT,
Respondent.

Case No. 21-50482-1

FILED

SEP 10 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Robert G. Kilroy, J.D., Senior Deputy General Counsel for the Board and attorney for the IC, and Louise Mitsuko Baartz, RRT (Respondent), a licensed respiratory therapist in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:

A. BACKGROUND

1. Respondent is a respiratory therapist currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. Her license was originally issued on May 29, 2019 (License No. RC3159).

2. On July 16, 2021, in Case No. 21-50482-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(3), Count I. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

3. Respondent was properly served with a copy of this Complaint, has reviewed and understands this Complaint, and has had the opportunity to consult with competent counsel concerning the nature and significance of this Complaint.

4. Respondent is hereby advised of her rights regarding this administrative matter, and of her opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain rights in this administrative matter as set out by the United States Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at her own expense, in the preparation and presentation of her defense, the right to confront and cross-examine the witnesses and evidence against him, the right to written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the right to judicial review of the Board's order, if the decision is averse to her.

5. Respondent understands that, under the Board's charge to protect the public by regulating the practice of medicine, the Board may take disciplinary action against Respondent's license, including license probation, license suspension, license revocation and imposition of administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes that Respondent violated one or more provisions of the Medical Practice Act.

6. Respondent understands and agrees that this Agreement, by and between Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the Board for consideration in open session at a duly noticed and scheduled meeting. Respondent understands that the IC shall advocate for the Board's approval of this Agreement, but that the Board has the right to decide in its own discretion whether or not to approve this Agreement. Respondent further understands and agrees that if the Board approves this Agreement, then the terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

B. TERMS & CONDITIONS

NOW, THEREFORE, in order to resolve the matters addressed herein, i.e., the matters with regard to the Complaint, Respondent and the IC hereby agree to the following terms and conditions:

1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set forth in the Medical Practice Act.

2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

Respondent acknowledges she is represented by counsel, and wishes to resolve the matters addressed herein with said counsel. Respondent agrees that if representation by counsel in this matter materially changes prior to entering into this Agreement and for the duration of this Agreement, that counsel for the IC will be timely notified of the material change. Respondent agrees that she knowingly, willingly and intelligently enters into this Agreement after deciding to have a full consultation with and upon the advice of legal counsel.

3. **Waiver of Rights.** In connection with this Agreement, and the associated terms and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him or that may apply to him in connection with the administrative proceedings resulting from the Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing or any further proceedings and without the right to judicial review.

4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

5. **Consent to Entry of Order.** In order to resolve this Complaint pending against Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms and conditions are hereby agreed upon:

a. Respondent admits to Counts I, one (1) violation of NRS 630.301(3) Disciplinary Action by Another State Medical Board.

b. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being four hundred eighty nine dollars and eighty nine cents (\$489.89), not including any costs that may be necessary to finalize this Agreement.

c. This Agreement shall be reported to the appropriate entities and parties as required by law, including, but not limited to, the National Practitioner Data Bank.

d. Respondent shall receive a Public Letter of Reprimand.

6. **Release from Liability.** In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents are immune from civil liability for any decision or action taken in good faith in response to information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents 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, government agencies or entities named in this paragraph arising out of, or by reason of, this investigation, this Agreement or the administration of the case referenced herein.

7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall recommend approval and adoption of the terms and conditions of this Agreement by the Board in resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC may communicate directly with the Board staff and the adjudicating members of the Board.

Respondent acknowledges that such contacts and communications may be made or conducted ex-parte, without notice or opportunity to be heard on her part until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Agreement, the Complaint and any and all information of every nature whatsoever related to this matter. The IC and its counsel agree that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this Agreement is discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's counsel.

8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts, approves and adopts this Agreement, the Board shall issue a final order, making this Agreement an order of the Board, and, pending full compliance with the terms herein, the case shall be closed and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

9. **Effect of Rejection of Agreement by Board.** In the event the Board does not accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and effect except as to the following agreement regarding adjudications: (1) Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this Agreement shall disqualify any member of the adjudicating panel of the Board from considering this Complaint and from participating in disciplinary proceedings against Respondent, including adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

10. **Binding Effect.** If approved by the Board, Respondent understands that this Agreement is a binding and enforceable contract upon Respondent and the Board.

11. **Forum Selection Clause.** The parties agree that in the event either party is required to seek enforcement of this Agreement in district court, the party's consent to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of Nevada, Washoe County.

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

13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term or condition of this Agreement once the Agreement has been accepted, approved and adopted by the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.

DATED this 20th day of August, 2021. DATED this 20th day of August, 2021.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: [Signature]
ROBERT G. KILROY, J.D.
Senior Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: rkilroy@medboard.nv.gov
Attorney for the Investigative Committee

By: [Signature]
LOUISE MITSUKO BAARTZ, RRT
Respondent

SEE ATTACHED
NOTARIAL CERTIFICATE

SEE ATTACHED
NOTARIAL CERTIFICATE

State of NEVADA
County of _____
This instrument was acknowledged before me on
this ____ day of _____, 2021 by
Louise Mitsuko Baartz, RRT.

~~NOTARY PUBLIC~~

My appointment expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

} SS.

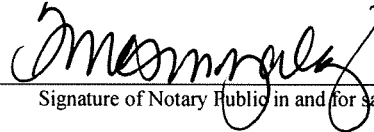
On August 20, 2021 before me, **Tammy M. Gonzalez; A Notary Public,**
Date (Name and Title of the Officer)

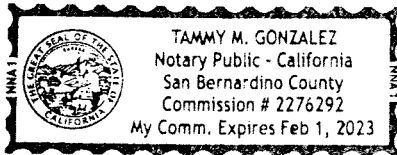
personally appeared LOUISE MITSUKO BAARTZ
Name (s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public in and for said State



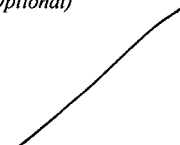
Notary Seal

OPTIONAL INFORMATION

Description of Attached Document Before The Board of Medical Examiners of the State of Nevada

Number of Pages 1-2
Document Date 8/20/2021

Right Thumbprint of Signer
(Optional)



OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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Reno, Nevada 895521
(775) 688-2559

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 21-50482-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 10th day of September, 2021.

DATED this 10th day of September, 2021.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: VM Muro
VICTOR M. MURO, M.D.
Board President