

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**

Case No. 22-19851-1

6 **Against:**

FILED

7 **KAREN MARIE TIERNEY, M.D.,**

JUN 10 2022

8 **Respondent.**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *Stall*

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney
13 for the IC, and Karen Marie Tierney, M.D. (Respondent), a licensed physician in Nevada, assisted
14 by her attorney, Lyn E. Beggs, Esq., of the Law Offices of Lyn E. Beggs, PLLC hereby enter into
15 this Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in
20 Nevada. Her license was originally issued on November 30, 2000 (License No. 9648).

21 2. On April 27, 2022, in Case No. 22-19851-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges one (1) violation of NRS 630.301(3) Disciplinary Action by Another Licensing
24 Board (Count I). By reason of the foregoing, Respondent is subject to discipline by the Board as
25 provided in NRS 630.352.

26
27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or
federal court proceeding, or any credentialing or privileges matter.

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

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

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

20 6. Respondent understands and agrees that this Agreement, by and between
21 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
22 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
23 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
24 Board has the right to decide in its own discretion whether or not to approve this Agreement.

25 Respondent

26 further understands and agrees that if the Board approves this Agreement, then the terms and
27 conditions enumerated below shall be binding and enforceable upon her and the Board.

28 ///

1 **B. TERMS & CONDITIONS**

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

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

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
9 Respondent acknowledges she is represented by counsel and wishes to resolve the matters
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
11 matter materially changes prior to entering into this Agreement and for the duration of this
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
13 agrees that she knowingly, willingly and intelligently enters into this Agreement after deciding to
14 have a full consultation with and upon the advice of legal counsel.

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

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
7 effectuate this Agreement.

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

12 a. Respondent admits to Counts I, one (1) violation of NRS 630.301(3) -
13 Disciplinary Action by Another Licensing Board.

14 b. Respondent will pay the costs and expenses incurred in the investigation
15 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
16 adoption, and approval of this Agreement, that amount being two hundred and seven dollars and
17 seventy-nine cents (\$207.79).

18 c. The Respondent shall provide confirmation of completion for courses in
19 best practices for prescribing controlled substances and recordkeeping as required by the
20 California State Medical Board within sixty (60) days of the Board's acceptance, adoption, and
21 approval of this Agreement.

22 d. The Respondent shall not supervise Physician Assistants, or Advanced
23 Estheticians, and shall not collaborate with Advanced Nurse Practitioners in Nevada beginning the
24 date of the acceptance and adoption of this agreement and continuing through and including
25 February 3, 2023.

26 e. Respondent shall provide the Board with confirmation of her successful
27 completion of probation with the California State Medical Board within sixty (60) days of
28 February 3, 2023.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. All other claims and allegations arising from the Board's corresponding
5 investigative file, shall be dismissed with prejudice.

6 6. Release from Liability. In execution of this Agreement, Respondent understands
7 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
8 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
9 are immune from civil liability for any decision or action taken in good faith in response to
10 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
11 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
12 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
13 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
14 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
15 any or all of the persons, government agencies or entities named in this paragraph arising out of,
16 or by reason of, this investigation, this Agreement or the administration of the case referenced
17 herein.

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

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

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

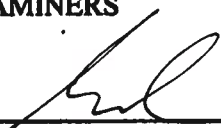
1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
5 condition of this Agreement may subject Respondent to civil collection efforts.
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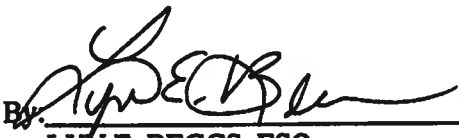
7 DATED this 18th day of May, 2022.

DATED this 17th day of May, 2022.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

LAW OFFICES OF LYN E. BEGGS, PLLC

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24 *Attorney for Respondent*

17 DATED this 16th day of May, 2022.

18
19 By: 
20 KAREN MARIE TIERNEY, M.D.,
21 *Respondent*

OFFICE OF THE GENERAL COUNSEL
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-19851-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 10th day of June, 2022.

DATED this 10th day of June, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

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