



1 Regulation – Failure to Consult, (Count VI), one (1) violation of NRS 630.3062(1)(a) Failure to  
2 Maintain Proper Medical Records, (Count V), and one (1) violation of NRS 630.301(7) Violation  
3 of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or Personal  
4 Gain, (Count VI).

5 3. On October 5th, 2022 in Case No. 22-19130-2, the IC filed a First Amended  
6 Complaint (Complaint II) charging Respondent with violating the Medical Practice Act.  
7 Specifically, Complaint II alleges one (3) violations of NRS 630.301(4), Malpractice, (Count I-  
8 III), three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records,  
9 (Counts IV-VI), and three (3) violations of NRS 630.301(7) Violation of Patient Trust and  
10 Exploitation of Physician and Patient Relationship for Financial or Personal Gain, (Counts VII-  
11 IX). Complaints I and II are herein referred to collectively as the “Complaints.”

12 4. By reason of the foregoing, Respondent is subject to discipline by the Board as  
13 provided in NRS 630.352.

14 5. Respondent was properly served with a copy of the Complaints, has reviewed and  
15 understands this Complaints, and has had the opportunity to consult with competent counsel  
16 concerning the nature and significance of the Complaints.

17 6. Respondent is hereby advised of her rights regarding this administrative matter,  
18 and of her opportunity to defend against the allegations in the Complaints. Specifically,  
19 Respondent has certain rights in this administrative matter as set out by the United States  
20 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law  
21 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act  
22 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a  
23 formal hearing on the allegations in the Complaints, the right to representation by counsel, at her  
24 own expense, in the preparation and presentation of her defense, the right to confront and cross-  
25 examine the witnesses and evidence against her, the right to written findings of fact, conclusions  
26 of law and order reflecting the final decision of the Board, and the right to judicial review of the  
27 Board’s order, if the decision is adverse to her.

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

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

11           9.       Respondent further understands and agrees that if the Board approves this  
12 Agreement, then the terms and conditions enumerated below shall be binding and enforceable  
13 upon her and the Board.

14 **B.       TERMS & CONDITIONS**

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

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

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

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

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

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

- 26           a.     Respondent admits to Count I, one (1) violation of NRS 630.301(4)
- 27 Malpractice, and Count V, one (1) violation of NRS 3062(1)(a) Failure to Maintain Proper
- 28 Records as alleged in Complaint I.

1           b.       Respondent admits to Counts IV-VI, three (3) violations of NRS 3062(1)(a)  
2 Failure to Maintain Proper Medical Records, and Count VII, one (1) violation of NRS 630.301(7)  
3 Violation of Patient Trust and Exploitation of Physician and Patient Relationship for Financial or  
4 Personal Gain as alleged in Complaint II.

5           c.       Respondent will pay the costs and expenses incurred in the investigation  
6 and prosecution of the above-referenced matters in four (4) equal payments one thousand seven  
7 hundred and seventeen dollars and sixty-one cents (\$1,717.61). The first payment is due on or  
8 before May 1, 2023, the second payment is due on or before June 1, 2023, the third payment is  
9 due on or before July 1, 2023, and the final payment is due on or before August 1, 2023. The  
10 total amount of costs and expenses paid to complete the agreement is six thousand eight hundred  
11 seventy dollars and forty-three cents (\$6,870.43). The costs and expenses as well as the payment  
12 plan are subject to the Board's acceptance, adoption, and approval of this Agreement.

13           d.       Respondent shall pay a fine of three thousand dollars and zero cents  
14 (\$3,000.00) within sixty (60) days of the Board's acceptance, adoption and approval of this  
15 Agreement.

16           e.       The Respondent shall complete: five (5) hours of Continued Medical  
17 Education (CME) related to proper record keeping, and five (5) hours of CME related to the  
18 diagnosis and treatment of heart conditions within (6) months from the date of the Board's  
19 acceptance, adoption, and approval of this agreement. The aforementioned hours of CME shall be  
20 in addition to the CME requirements that are regularly imposed upon Respondent as a condition of  
21 licensure in the State of Nevada pursuant to NAC 630.153(1), and shall be approved by the Board  
22 to meet this requirement prior to their completion, and proof of completion shall be provided to  
23 the Board.

24           f.       The Respondent shall submit to and pass all five (5) sections of the Ethics  
25 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board  
26 approval of this agreement to be paid for at the expense of the Respondent.

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

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h. Respondent shall receive a Public Letter of Reprimand.

i. The remaining counts of Complaint I and counts of Complaint II and any other claims arising from the Board's corresponding investigative file(s), shall be dismissed with prejudice.

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 the Complaints. 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 Complaints 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

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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 cases shall be  
6 closed and all remaining claims arising out of the Complaints 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 the Complaints and from participating in disciplinary proceedings against Respondent, including  
14 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify  
15 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).

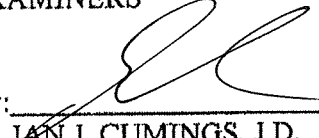
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid  
5 as a condition of this Agreement may subject Respondent to civil collection efforts.


6  
7 DATED this 5<sup>th</sup> day of December, 2022.

8 DATED this 3 day of January, 2023 December, 2022.

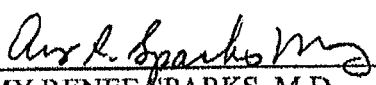
9 INVESTIGATIVE COMMITTEE OF THE  
10 NEVADA STATE BOARD OF MEDICAL  
11 EXAMINERS

12 MCBRIDE HALL ATTORNEYS AT LAW

13 By:   
14 IAN J. CUMINGS, J.D.  
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27 Attorney for Respondent

28 DATED this 30 day of December, 2022.

By:   
AMY RENEE SPARKS, M.D.,  
Nevada License No. 9522  
Respondent



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 22-19130-1 and 22-19130-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of March, 2023.

DATED this 3<sup>rd</sup> day of March, 2023.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



AURY NAGY, M.D.  
*Board President*