

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

1 to Consult (Count III); one (1) violation of NRS 630.306(1)(b)(2) Violation of Standards of
2 Practice – Violation of Model Policy (Count IV); and one (1) violation of NRS 630.306(1)(p)
3 Unsafe or Unprofessional Conduct, (Count V). By reason of the foregoing, Respondent is subject
4 to discipline by the Board as provided in NRS 630.352.

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

8 4. Respondent is hereby advised of her rights regarding this administrative matter,
9 and of her opportunity to defend against the allegations in the Complaint. Specifically,
10 Respondent has certain rights in this administrative matter as set out by the United States
11 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law
12 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act
13 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a
14 formal hearing on the allegations in the Complaint, the right to representation by counsel, at her
15 own expense, in the preparation and presentation of her defense, the right to confront and cross-
16 examine the witnesses and evidence against her, the right to written findings of fact, conclusions
17 of law and order reflecting the final decision of the Board, and the right to judicial review of the
18 Board's order, if the decision is adverse to her.

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

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

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

3 **B. TERMS & CONDITIONS**

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

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

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

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

27 4. **Acknowledgement of Reasonable Basis to Proceed**. As of the time of entering
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

1 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
2 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
3 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
4 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
5 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
6 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
7 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
8 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
9 effectuate this Agreement.

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

14 a. Respondent admits to Counts I, and II, one (1) violation of
15 NRS 630.301(4), Malpractice; and one (1) violation of NRS 630.3062(1)(a), Failure to Maintain
16 Proper Medical Records.

17 b. Respondent will pay the costs and expenses incurred in the investigation
18 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
19 adoption and approval of this Agreement, in the amount of six thousand six hundred ninety-eight
20 dollars and seventy-four cents (\$6,698.74).

21 c. Respondent shall pay a fine of two thousand dollars (\$2,000) within sixty
22 (60) days of the Board's acceptance, adoption and approval of this Agreement.

23 d. The Respondent shall perform ten (10) hours of Continued Medical
24 Education (CME) related to proper medical recordkeeping within six (6) months from the date of
25 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
26 CME are in addition to the CME requirements that are regularly imposed upon Respondent as a
27 condition of licensure in the State of Nevada pursuant to NAC 630.153(1).

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1 e. 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 f. Respondent shall receive a Public Letter of Reprimand.

4 g. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), 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 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.


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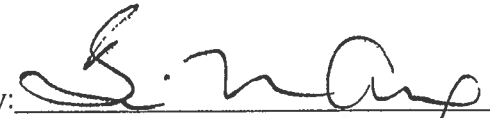
1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, 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.

6
7 DATED this 14th day of November, 2024. DATED this 8th day of November, 2024.

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

HUTCHISON & STEFFEN, PLLC


11 By: 

By: 

12 IAN J. CUMINGS
13 Senior Deputy General Counsel
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19 CHRISTINA M. ALEXANDER, ESQ.
20 10080 W. Alta Drive, Suite 200
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23 Email: calexander@hutchlegal.com
24 *Attorney for Respondent*

17 DATED this 8 day of NOV., 2024.

18
19 By: 
20 BEVERLY MOEMOE YEE, M.D.,
21 Nevada License No. 10658
22 *Respondent*

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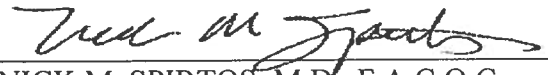
ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 24-28213-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of December, 2024.

DATED this 13th day of December, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



NICK M. SPIRTOS, M.D., F.A.C.O.G.
Board President