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

* * * * *

**In The Matter of Charges and)
)
Complaint Against)
)
CONRAD R. MURRAY, M.D.,)
)
Respondent.)**

Case No. 10-12785-1

FILED

DEC - 6 2010

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), composed of Charles N. Held, M.D., Theodore B. Berndt, M.D., and Valerie J. Clark, BSN, RHU, LUTCF, by and through Edward O. Cousineau, Deputy Executive Director for the Board and counsel for the IC, and Conrad R. Murray, M.D. (Respondent), as follows:

WHEREAS, on March 1, 2010, the IC of the Board filed a formal complaint in the above-referenced matter, charging Respondent with violations of the Nevada's Medical Practice Act (NRS Chapter 630), to wit: obtaining, maintaining or renewing or attempting to obtain, maintain or renew a license to practice medicine by bribery, fraud or misrepresentation or by any false, misleading, inaccurate or incomplete statement, a violation of NRS 630.304(1)

WHEREAS, Respondent has received a copy of the Complaint, reviewed it, understands the nature and significance of the Complaint, and Respondent is fully advised concerning his rights and defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board finds and concludes that he has violated one or more provisions of the Medical Practice Act; and

WHEREAS, Respondent understands and agrees that he has certain rights under the United States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

1 Act and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but not limited
2 to the right to a formal hearing on the charges against him, the right to representation by counsel in
3 the preparation and presentation of his defense, the right to confrontation and cross-examination of
4 witnesses against him, the right to present evidence and witnesses on her own behalf, the right to
5 written findings, conclusions and order regarding a final decision by the Board, and the right to
6 judicial review of any final decision by the Board that is adverse to him; and

7 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to
8 waive all of his rights under the United States Constitution, the Constitution of the state of Nevada,
9 the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited
10 to the right to a hearing on the charges and written findings of fact, conclusions of law and order,
11 and he agrees to settle and resolve this matter of the formal complaint against him by way of, and in
12 accordance with, this Settlement, Waiver and Consent Agreement; and

13 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
14 between himself and the Board's IC, and not with the Board, but that the IC will present this
15 Agreement to the Board for consideration in open session at a regularly-scheduled quarterly
16 meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but
17 that the Board has the right to decide in its own discretion whether or not to approve this Agreement;
18 and

19 **WHEREAS**, Respondent and the IC each understand and agree that if the Board approves
20 the terms, covenants and conditions of this Agreement, then the terms, covenants and conditions
21 enumerated below shall be binding and enforceable upon Respondent and the Board's IC; and

22 **WHEREAS**, Respondent has reviewed and understands all the relevant facts and
23 circumstances of this matter;

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

27 1. **Jurisdiction**. Respondent is, and at all times mentioned in the complaint filed in the
28 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject

1 to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical
2 Practice Act, and to impose sanctions as provided by the Act.

3 2. Representation by Counsel. Respondent is represented by
4 Charles H. Peckham, Esq. Respondent acknowledges and agrees that he enters into this
5 Agreement knowingly, willingly, and intelligently after full consultation with said counsel.

6 3. Waiver of Rights. Respondent covenants and agrees that he waives all rights
7 arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada,
8 NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in
9 connection with the proceeding on the complaint filed herein, the defense of said complaint and the
10 adjudication of the charges in said complaint, and Respondent further agrees that the matter of the
11 disciplinary action commenced by complaint herein may be settled and resolved in accordance with
12 this Agreement without a hearing or any further proceeding, and without the right to judicial review.

13 4. Acknowledgement of Reasonable Basis to Proceed. Respondent covenants and
14 agrees that the Board's IC had a reasonable basis to believe that Respondent engaged in conduct that
15 is grounds for discipline pursuant to the provisions of the Medical Practice Act.

16 5. Resolution Made Without Admission of Fault. Respondent states that it was his
17 then current belief that although he was not fully paid and current on child support payments that at
18 the time of his license renewals in 2007 and 2009, that he was not incorrect in stating he was not out
19 of "compliance" with court-ordered child support since at the time those statements were made in
20 both 2007 and 2009, negotiations were in progress to satisfy the child support obligations and those
21 obligations were shortly thereafter paid or otherwise compromised in satisfaction of the intent of
22 NRS 630.197(4) which requires an applicant to satisfy any such child support arrearage in order to
23 maintain medical licensure. As such, Respondent does not admit fault.

24 6. Consent to Entry of Order. In order to resolve the matter of these disciplinary
25 proceedings pending against him to avoid the delay, uncertainty, inconvenience, and expense of
26 protracted litigation of the underlying claims by the IC, the parties agree and Respondent does
27 not contest that an order may be entered herein finding him in violation of
28 NRS 630.304(1), in that Respondent renewed his license to practice medicine in the state of

1 Nevada by providing inaccurate or incomplete statements on his 2007 and 2009 applications for
2 licensure renewal, that Respondent shall be publicly reprimanded, that Respondent shall reimburse
3 the Board the reasonable costs and expenses incurred in the investigation and prosecution of this
4 case in the current amount of \$3,766.20, plus any additional costs that may be accrued
5 subsequently to dispose of this matter. The aforementioned costs are to be paid to the Nevada
6 State Board of Medical Examiners within one hundred and twenty (120) days of the acceptance,
7 adoption and approval of this Agreement by the Board. A final accounting of the additional costs
8 will be provided to Respondent in the entry of the Board's Order relating to the matter.

9 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
10 recommend approval and adoption of the terms, covenants and conditions contained herein by
11 the Board in resolution of the disciplinary proceedings pending herein against Respondent
12 pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or
13 acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff
14 and members of the panel of the Board who would adjudicate this case if it were to go to hearing.
15 Respondent covenants and agrees that such contacts and communication may be made or
16 conducted ex parte, without notice or opportunity to be heard on his part or on the part of her
17 counsel, and that such contacts and communications may include, but not be limited to, matters
18 concerning this Agreement, the complaint, the allegations in the complaint, any and all evidence
19 that may exist in support of the complaint, and any and all information of every nature
20 whatsoever related to the complaint against Respondent.

21 8. **Board Approval Required.** This Agreement will be placed on the next available
22 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
23 understood that this Agreement will only become effective if the Board approves the
24 recommendation of the IC for acceptance.

25 9. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
26 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
27 IC will cause to be entered herein the Board's Order consistent with the terms in paragraph 5
28 above.

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

12 11. Release From Liability. In execution of this Agreement, the Respondent, for
13 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
14 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
15 employees in their representative capacities, and in their individual capacities absent evidence of
16 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
17 executions, claims and demands whatsoever, known and unknown, in law or equity, that
18 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
19 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
20 action, this settlement or its administration, in connection with the complaint. The IC hereby
21 agrees to accept this Agreement in full settlement of all claims related to the complaint, with the
22 understanding that the final decision rests with the Board.

23 12. Binding Effect. Respondent covenants and agrees that this Agreement is a
24 binding and enforceable contract upon Respondent and the Board's IC, which contract may be
25 enforced in a court or tribunal having jurisdiction.

26 13. Forum Selection Clause. Respondent covenants and agrees that in the event
27 either party is required to seek enforcement of this Agreement in the district court, he consents to
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1 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
2 Judicial District Court of the State of Nevada in and for the County of Washoe.

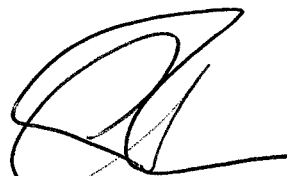
3 14. **Attorneys Fees and Costs.** Respondent covenants and agrees that in the event an
4 action is commenced in the district court to enforce any provision of this Agreement, the
5 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

6 15. **Failure to comply with terms.** In the event the Board enters its Order approving
7 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would
8 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in
9 addition to that included herein for the subject's violation of an Order of the Board in accordance
10 with NRS 630.3065(2)(a).

11 Dated this 3rd day of December, 2010.

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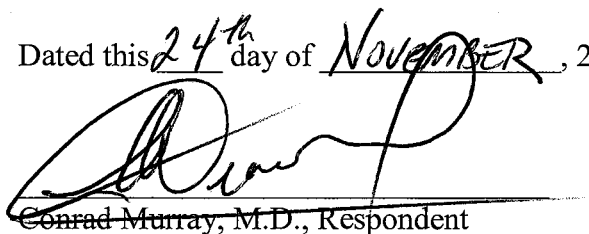
14 Edward O. Cousineau
15 Attorney for the Investigative Committee of the
16 Nevada State Board of Medical Examiners

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19 Charles H. Peckham, Esq.
20 Attorney for Respondent

21 I, Conrad Murray, M.D., hereby agree to the foregoing Settlement, Waiver and Consent
22 Agreement as to the complaint in Nevada State Board of Medical Examiners Case No. 10-12785-1

23 Dated this 24th day of NOVEMBER, 2010.

24
25 
26 Conrad Murray, M.D., Respondent

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 3rd day of
3 December 2010, with the final total amount of costs due of \$3,766.20.

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6 Benjamin J. Rodriguez, M.D. Vice President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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