

**NEVADA BOARD OF EXAMINERS  
FOR  
LONG TERM CARE ADMINISTRATORS**

**QUARTERLY BOARD MEETING**

**October 29, 2015**



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**1**

**STATE OF NEVADA  
BOARD OF EXAMINERS FOR LONG-TERM CARE ADMINISTRATORS  
3157 North Rainbow Boulevard, #313  
Las Vegas, Nevada 89108  
Telephone: 702-486-5445 Fax: 702-486-5439  
Website: [www.beltca.nv.gov](http://www.beltca.nv.gov)  
E-mail: [beltca@beltca.nv.gov](mailto:beltca@beltca.nv.gov)**

**MEETING NOTICE AND AGENDA**

<b>Date &amp; Time:</b>	<b>October 29, 2015, 10:00 am</b>
<b>Place of Meeting:</b>	<b>Grant Sawyer State Office Building 555 East Washington Avenue Room 4412 Las Vegas, Nevada 89102</b>
<b>Video Conferencing:</b>	<b>and Legislative Counsel Bureau 401 South Carson Street Room 3138 Carson City, Nevada 89701</b>

**All times are approximate. The Board reserves the right to take items in a different order, items may be combined for consideration by the Public Body and items may be pulled or removed at any time to accomplish business in the most efficient manner.**

**In certain situations, the option exists to declare the meeting on that agenda item to be a Closed (Executive) Session per NRS 241.030.**

**I. OPEN MEETING**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

This item is to receive comments, limited to five (5) minutes, on any issue and any discussion of those items. However, no action will be taken on an item raised during Public Comments. Comments based on viewpoint are welcome.

IV. APPROVAL OF THE FOLLOWING PROPOSED DISCIPLINARY ACTION\*\* (Board may go into closed session) "for possible action"

- a. Jane Micali – The Bride of Paradise Valley – Case No. B-36105
- b. Ava LaForteza – 7<sup>th</sup> Heaven – Case No. B-36110
- c. Ophelia Javier – CJ Homes – Case No. B-36112
- d. Teresita Enriquez – In Touch Residential Care I – Case No. B-36114
- e. Richard Maples – Bee Hive Homes of Elko #1 – Case No. B-36118
- f. Donald Parker – Emeritus at the Plaza – Case No. B-36121
- g. Danielle Walton – Bella Estates Care Home – Case No. B-36122
- h. Pinky Quintana – Torrey Pines Post Acute – Case No. B-36124
- i. Theresa Del Rosario – Sunshine Retirement Home – Case No. B-36127
- j. Barry Wicklund – Angel's House Adult Care – Case No. B-36128

V. SECRETARY'S REPORTS:

- a. Approve Minutes of August 4, 2015 Meeting "for possible action".

VI. ADMINISTRATIVE REPORT

VII. ADMINISTRATOR LICENSES ISSUED MUST RECEIVE FINAL BOARD APPROVAL WHEN ALL REQUIREMENTS HAVE BEEN MET.

- a. Nursing Facility Administrator Licenses Issued "for possible action".
  - (1) Carling, James
  - (2) Wagner, Carl
  - (3) Valenzuela, Tanella
  - (4) Hilgenberg, Deborah
  - (5) Soni, Digant
  - (6) Fallar, Willie
  - (7) Smith, Kathryn
  - (8) Higginson, Taylor
- b. Residential Facility Administrator Licenses Issued "for possible action".
  - (1) Hayes, Natalie
  - (2) Crader, Jennifer
  - (3) Reddy, Scott
- c. Inactive Requests "for possible action".
  - (1) Kolesar, John - NFA

VIII. UNFINISHED BUSINESS:

- a. RCAL AIT Program Reports "for possible action"
- b. NFA lack of AIT opportunities, and formalize training for preceptors "for possible action"
- c. Regulation Workshop "for possible action"

IX. NEW BUSINESS:

X. DEPUTY ATTORNEY GENERAL'S REPORT

XI. BOARD MEMBER COMMENTS

XII. PUBLIC COMMENTS

This item is to receive comments, limited to five (5) minutes, on any issue and any discussion of those items. However, no action will be taken on an item raised during Public Comments. Comments based on viewpoint are welcome.

XIII. TIME/DATE/LOCATION OF NEXT REGULAR QUARTERLY MEETING(S) "for possible action"

XIV. ADJOURNMENT – FOLLOWED BY REGULATION WORKSHOP

\*\*Pursuant to NRS 241.030(1), The Nevada State Board of Examiners for Long Term Care Administrators may conduct a closed meeting to consider the character, allegations of misconduct, professional competence, or physical and mental health of a person.

Note: We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary please notify the Board of Examiners for Long Term Care Administrators by calling the Board Office at 702-486-5445, or by e-mail at: [beltca@beltca.nv.gov](mailto:beltca@beltca.nv.gov).

Anyone desiring additional information regarding the meeting, including information on how to obtain supporting board meeting material is invited to call Sandy Lampert, Executive Director, at (702) 486-5445.

Copies of BELTCA's Meeting Minutes are available at no charge at BELTCA's web site at:  
[beltca.nv.gov](http://beltca.nv.gov)

**The Agenda was posted at the following locations:**  
**BELTCA'S website: [www.beltca.nv.gov](http://www.beltca.nv.gov)**

Grant Sawyer State Office Building  
555 East Washington Ave.  
Las Vegas, NV 89101  
Fax: 702-486-2012

ADSD  
3416 Goni Rd., Building – D 132  
Carson City, NV 89706  
Fax: 775-687-0574

ADSD  
1860 East Sahara Ave.  
Las Vegas, NV 89104  
Fax: 702-486-3572

DPBH  
727 Fairview Dr., Suite E  
Carson City, NV 89706  
Fax: 775-684-1073

DPBH  
4220 S. Maryland Pkwy.  
Suite 810, Bldg. D  
Las Vegas, NV 89119  
Fax: 702-486-6520

ADSD  
445 Apple Street  
Reno, NV 89502  
Fax: 775-688-2969

Public Library  
Sierra View Branch  
Fax 775-827-8792

Carson City Courthouse  
100 Stewart St.  
Carson City, NV 89701  
Fax: 775-887-2146

Clark County – Las Vegas Library  
732 North Las Vegas Blvd.  
Las Vegas, NV 89101  
Fax: 702-507-3598

By E-Mail

Sue Levinsky, ADSD, LV  
Paul Shubert, DPBH, LV  
Heather Korbolic, ADSD  
Charles Perry  
Rich Hernandez, Senior Transitions  
Theresa Brushfield  
Chris Nicholas, Administrator  
Donald Sampson, DPBH  
Julie Bell, DPBH  
Marla McDade Williams

Jill Berntson, ADSD, Reno  
Teresa Stricker, ADSD, LV  
Donna McCafferty, DPBH  
Daniel Mathis, NVHCA  
Shawn McGivney  
Mark McBride, Administrator  
Susan Magluilo, Administrator  
E. Beck (Grant Sawyer State Office Bldg)  
Jennifer Woods, ADSD  
LynnAnn Homnick

2

BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS

In the Matter of the Complaint for  
Disciplinary Action Against

JANE MICALI,

RESPONDENT

Residential Facility Administrator for

THE BRIDGE OF PARADISE VALLEY

Case No. B-36105

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Secretary

STIPULATION FOR SETTLEMENT

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT JANE MICALI ("RESPONDENT" or "MICALI") (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement as follows:

**Jurisdiction**

1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to receive, investigate and take appropriate action with respect to any charge or complaint filed with the BOARD against a licensee.
2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the State of Nevada as a residential facility administrator ("RFA") by the BOARD, pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code chapters 654.
3. At all times relevant hereto, Respondent was the Administrator of THE BRIDGE OF PARADISE VALLEY located at 2205 E. Harmon Avenue, Las Vegas, Nevada

89119, ("the Facility"), License No. 9259, and as a result of such licensure, his conduct in the capacity of a licensee was and is governed by Nevada Revised Statutes ("NRS") Chapter 654, Nevada Administrative Code ("NAC") 654, and other provisions of Nevada law.

4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to enter into a settlement agreement to resolve a disputed matter.

### **Allegations**

5. SM, an eighty-eight year old male, was a resident at the Facility until his death in or about February 16, 2015.
6. On or about January 26, 2015, Respondent and another employee of the Facility, Louise Morrissey, used Resident SM's ATM card to withdraw \$800 from his account wherein it was alleged that the monies were used to pay for a week's worth of "something" for Resident SM.
7. On or about February 12, 2015, Respondent and Ms. Morrissey attempted to transfer \$200,000 from Resident SM's brokerage account into Ms. Morrissey's account.
8. Respondent attempted to obtain a financial power of attorney over Resident SM.
9. On or about February 18, 2015, Respondent and Ms. Morrissey transferred \$9,500 from Resident SM's brokerage account to a business account under Ms. Morrissey's name.
10. On or about February 14, 2015, Resident SM was deemed incompetent.

### **Violations of Law**

11. As a result of the foregoing conduct, Respondent violated NAC 654.154(2) by failing to ensure that the residents of the Facility receive needed services and protective supervision.
12. As a result of the foregoing conduct, Respondent violated NRS 654.190(1)(f) by exploiting the resident relationship with Resident SM for financial gain.

- 1 13. As a result of the foregoing conduct, Respondent violated NAC 654.210(2)(u) by  
2 exploiting Resident SM as defined in NRS 200.5092.
- 3 14. As a result of the foregoing conduct, Respondent violated NAC 654.210(2)(p) by  
4 failing to maintain records regarding the \$800 withdrawn from Resident SM's  
5 personal account.
- 6 15. As a result of the foregoing conduct, Respondent violated NAC 654.210(2)(r) by  
7 failing to protect a resident or patient from the incompetent, abusive or illegal  
8 practice of any person.
- 9 16. As a result of the foregoing conduct, Respondent violated NAC 654.164(1) by failing  
10 to ensure the Facility complied with NAC 449.267(1) in handling Resident SM's  
11 money without first being requested to do so in writing.
- 12 17. As a result of the foregoing conduct, Respondent violated NAC 654.164(1) by failing  
13 to ensure the Facility complied with NAC 449.267(6) in attempting to obtain a  
14 financial power of attorney over Resident SM.

#### 15 Settlement

- 16 18. The Parties desire to resolve any disputed matters relating to the BOARD'S  
17 investigation, and recognize that continued litigation of this dispute would be  
18 protracted, costly and time consuming, and therefore, the Parties have reached a  
19 settlement agreement in the interest of judicial and administrative economy.
- 20 19. RESPONDENT has elected to enter into this settlement agreement rather than face  
21 the possibility of further disciplinary action by the BOARD if the BOARD were to  
22 prevail at a disciplinary hearing.

#### 23 Administrative Penalty

- 24 20. RESPONDENT shall complete Modules 1, 3, and 4 of the Nevada Best Practices  
25 Training and RFA Regulation Training to be provided by the BOARD within thirty  
26 (30) days after the Effective Date of the BOARD's final order. If training is not  
27 completed in this time, RESPONDENT is in default.  
28

- 1 21. RESPONDENT shall complete 2 CEU's in Ethics to be provided by the BOARD  
2 within thirty (30) days after the Effective Date of the BOARD's final order. If the  
3 CEU'S are not completed in this time, RESPONDENT is in default.
- 4 22. RESPONDENT shall pay the following monetary assessment to the BOARD:  
5 Administrative Fine: \$ 1,000.00  
6 Administrative and Legal Costs: \$ 1,535.00  
7 Total Assessed \$ 2,535.00  
8
- 9 23. RESPONDENT shall pay to the BOARD the total sum of \$2,535.00 within thirty (30)  
10 days after the Effective Date of the BOARD's final order, otherwise, RESPONDENT  
11 is in default. RESPONDENT may request a payment plan from the Executive  
12 Secretary PRIOR to default.
- 13 24. If RESPONDENT requests a payment plan, any missed payments shall be  
14 considered default.
- 15 25. In the event of default, **RESPONDENT agrees that her license shall be**  
16 **immediately suspended.** The suspension of RESPONDENT'S license shall  
17 continue until the unpaid balance is paid in full and until the training is completed in  
18 full. RESPONDENT acknowledges that if her license is suspended, the suspension  
19 is subject to reporting to all appropriate agencies and becomes part of his  
20 permanent record.
- 21 26. RESPONDENT acknowledges that the BOARD has the legal power and authority to  
22 take action against her, including instituting debt collection actions for unpaid  
23 monetary assessments in this case.
- 24 27. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this  
25 matter until all terms and conditions set forth in this settlement agreement have  
26 been met to the satisfaction of the BOARD.  
27  
28

1 40. RESPONDENT hereby agrees to waive any rights she might have to challenge the  
2 impartiality of the BOARD to hear the disciplinary complaint, based on prior  
3 knowledge obtained by the BOARD through consideration of this settlement  
4 agreement, if after review by the BOARD, this settlement agreement is rejected.

5 41. If the BOARD does not accept the settlement agreement, it shall be regarded as  
6 null and void. Admissions by RESPONDENT in the settlement agreement will not  
7 be regarded as evidence against her at the subsequent disciplinary hearing. The  
8 RESPONDENT will be free to defend herself and no inferences against her will be  
9 made from his willingness to have entered into this agreement.  
10

11 **Complete Agreement**

12 42. This settlement agreement consists of eight pages and embodies the entire  
13 agreement between the BOARD and RESPONDENT. It may not be altered,  
14 amended or modified without the express consent of the parties.  
15

16 Date: \_\_\_\_\_

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

17  
18  
19  
20 By: \_\_\_\_\_  
Jane Micali

By: \_\_\_\_\_  
Terry Clodt  
Investigating Board Member

21  
22 Approved as to form and content:  
23 John C. Wawerna, A Professional  
Law Corporation  
24

25 \_\_\_\_\_  
John C. Wawerna, Esq.  
26 614 S. Sixth Street  
Las Vegas, NV 89101  
27 Phone: 702.382.3793  
Fax: 702.382.1828  
28

**BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS**

4	In the Matter of the Complaint for	}	Case No. B-36110
5	Disciplinary Action Against		Filed: _____
6	AVA J. LAFORTEZA,		
7	RESPONDENT		Executive Director
8	Residential Facility Administrator for		
9	7 <sup>TH</sup> HEAVEN		
10	_____ )		

**STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT  
15 AVA J. LAFORTEZA (\*RESPONDENT" or "LAFORTEZA") (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

**Jurisdiction**

- 18 1." Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to"
- 19 receive, investigate and take appropriate action with respect to any charge or"
- 20 complaint filed with the BOARD against a licensee.
- 21
- 22 2." RESPONDENT at all times relevant hereto, was and currently is, licensed in the"
- 23 State of Nevada as a residential facility administrator ("RFA") by the BOARD,"
- 24 pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative"
- 25 Code chapters 654."
- 26
- 27 3." At all times relevant hereto, RESPONDENT was the Administrator of 7<sup>TH</sup> HEAVEN,"
- 28 1205 Ponce De Leon Ave., Las Vegas, NV 89123 ("the Facility"), License No. 8008,"

1 and as a result of such licensure; his/her conduct in the capacity of a licensee was  
2 and is governed by Nevada Revised Statutes Chapter 654, Nevada Administrative  
3 Code 654, and other provisions of Nevada law.

- 4 4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to  
5 enter into a settlement agreement to resolve a disputed matter.  
6

7 **Allegations**

- 8 5. On or about February 11, 2015 the State of Nevada, Division of Public and  
9 Behavioral Health ("DPBH") conducted complaint investigation at 7<sup>th</sup> Heaven and  
10 subsequently DPBH issued its Statements of Deficiencies ("SOD") against the  
11 Facility.

- 12 6. On or about May 11, 2015, the BOARD sent a "Notice Pursuant to Nevada Revised  
13 Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for Violations  
14 of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by certified  
15 mail, notifying him or her of an investigation concerning allegations of Chapter 654  
16 violations.

- 17  
18 7. On June 12, 2015, the Board sent correspondence to RESPONDENT, by certified  
19 mail, notifying RESPONDENT that sufficient evidence had been found for  
20 disciplinary action to be commenced, and that the BOARD proposed such action  
21 would be brought for an administrative hearing.

- 22 8. Respondent acknowledges that information has been received by the BOARD or its  
23 agent, which constitutes sufficient grounds for the initiation of an administrative  
24 hearing.

- 25  
26 9. The Parties desire to resolve any disputed matters relating to the BOARD'S  
27 investigation, and recognize that continued litigation of this dispute would be  
28 protracted, costly and time consuming, and therefore, the Parties have reached a

Sep. 30. 2015 1:11AM

No. 0531 P. 7

1 settlement agreement in the interest of judicial and administrative economy.

2 **Violations of Law**

- 3 10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or  
4 complaint investigation constitutes a violation of law regulating the practice of  
5 residential facility administrators and/or skilled nursing administrators.  
6 RESPONDENT has elected to enter into this settlement agreement rather than  
7 face the possibility of further disciplinary action by the BOARD.  
8

9 **Administrative Penalty**

- 10 11. RESPONDENT shall maintain a grade of C or better for all of his/her facilities for the  
11 eighteen (18) months immediately following the Effective Date of the Board's Final  
12 order, and agrees that if licensee receives a grade below a C, his/her license shall  
13 be immediately suspended until he/she comes before the Board at the next  
14 Quarterly Board Meeting. Respondent shall also complete Modules 1, 4, 6 and 7 of  
15 the Nevada Best Practices Training to be provided by the Board within thirty (30)  
16 days after the Effective Date of the Board's Final Order, and pay the following  
17 monetary assessment to the BOARD:  
18

19	Administrative Fine:	\$	2,000.00
20	Best Practices Training:		200.00
21	Administrative & Legal Costs:		<u>375.00</u>
22	Total Assessed:	\$	<u>2,575.00</u>

- 23  
24  
25 12. RESPONDENT shall pay to the BOARD the total sum of \$2,575.00, in twelve (12)  
26 installments consisting of the first payment being ten (10) percent of the total  
27 balance equaling \$257.52 and eleven (11) equal monthly installment payments  
28 \$210.68 thereafter.

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

13. The first payment of \$257.52 is due and payable within thirty (30) days after the EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional installment payments of \$210.68, each installment payment becoming due and payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until the total balance due is paid in full. No grace period will be permitted. Any installment payment not actually received by the BOARD on or before its due date shall be construed as an event of default of this agreement by the RESPONDENT.
14. Any installment payment not actually received by the BOARD on or before its due date shall be subjected to a Fifty Dollar (\$50.00) late fee.
15. If monthly installments are not brought current within thirty (30) days of due date, the remaining unpaid balance shall become immediately accelerated, and the total remaining unpaid balance of the monetary assessments shall become immediately due and payable in full. In such event, debt collection actions for unpaid monetary assessments in this case may be instituted by the BOARD.
16. In the event of default, RESPONDENT agrees that his/her license shall be immediately suspended. The suspension of RESPONDENT'S license shall continue until the unpaid balance is paid in full.
17. RESPONDENT acknowledges that the BOARD has the legal power and authority to take action against her/him, including instituting debt collection actions for unpaid monetary assessments in this case.
18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the BOARD.
19. The BOARD agrees not to pursue any other or greater remedies or fines in connection RESPONDENT'S alleged conduct, and that once this agreement is fully

Sep. 30. 2015 1:13AM

agreement, if after review by the BOARD, this settlement agreement is rejected.

31. If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

### Complete Agreement

32. This settlement agreement consists of eight pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties.

Date: 9/29/15

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

By: Ava J. Laforteza  
Ava J. Laforteza  
Licensee

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

1                                    **BEFORE THE NEVADA STATE BOARD OF EXAMINERS**  
2                                    **FOR LONG TERM CARE ADMINISTRATORS**  
3

4 In the Matter of the Complaint for  
5 Disciplinary Action Against

6                    OPHELIA F. JAVIER,

7                    RESPONDENT

8 Residential Facility Administrator for

9                    CJ HOMES  
10 \_\_\_\_\_ )

Case No. B-36112

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

11  
12                                    **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

13        WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF  
14 EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT  
15 OPHELIA F. JAVIER ("RESPONDENT" or "JAVIER") (collectively referred to as "the Parties"),  
16 hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:  
17

18                    **Jurisdiction**

- 19        1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to  
20 receive, investigate and take appropriate action with respect to any charge or  
21 complaint filed with the BOARD against a licensee.
- 22        2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the  
23 State of Nevada as a residential facility administrator ("RFA") by the BOARD,  
24 pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative  
25 Code chapters 654.
- 26        3. At all times relevant hereto, RESPONDENT was the Administrator of CJ HOMES,  
27 1627 Gabriel Dr., Las Vegas, NV 89119 ("the Facility"), License No. 8006, and as a  
28

1 result of such licensure, his/her conduct in the capacity of a licensee was and is  
2 governed by Nevada Revised Statutes Chapter 654, Nevada Administrative Code  
3 654, and other provisions of Nevada law.

- 4 4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to  
5 enter into a settlement agreement to resolve a disputed matter.

6 **Allegations**

- 7 5. On or about February 13, 2015 the State of Nevada, Division of Public and  
8 Behavioral Health ("DPBH") conducted complaint investigation at CJ Homes and  
9 subsequently DPBH issued its Statements of Deficiencies ("SOD") against the  
10 Facility.  
11  
12 6. On or about May 21, 2015, the BOARD sent a "Notice Pursuant to Nevada Revised  
13 Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for Violations  
14 of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by certified  
15 mail, notifying him or her of an investigation concerning allegations of Chapter 654  
16 violations.  
17  
18 7. On June 10, 2015, the Board sent correspondence to RESPONDENT, by certified  
19 mail, notifying RESPONDENT that sufficient evidence had been found for  
20 disciplinary action to be commenced, and that the BOARD proposed such action  
21 would be brought for an administrative hearing.  
22  
23 8. Respondent acknowledges that information has been received by the BOARD or its  
24 agent, which constitutes sufficient grounds for the initiation of an administrative  
25 hearing.  
26  
27 9. The Parties desire to resolve any disputed matters relating to the BOARD'S  
28 investigation, and recognize that continued litigation of this dispute would be  
protracted, costly and time consuming, and therefore, the Parties have reached a

settlement agreement in the interest of judicial and administrative economy.

## Violations of Law

10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or complaint investigation constitutes a violation of law regulating the practice of residential facility administrators and/or skilled nursing administrators. RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of further disciplinary action by the BOARD.

## Administrative Penalty

11. RESPONDENT shall maintain a grade of C or better for all of his/her facilities for the eighteen (18) months immediately following the Effective Date of the Board's Final order, and agrees that if licensee receives a grade below a C, his/her license shall be immediately suspended until he/she comes before the Board at the next Quarterly Board Meeting. Respondent shall also complete 16 CEU hours on Medication Management and Modules 1, 4, and 5 of the Nevada Best Practices Training to be provided by the Board within thirty (30) days after the Effective Date of the Board's Final Order, and pay the following monetary assessment to the BOARD:

Administrative Fine:	\$	2,800.00
Best Practices Training:		150.00
Administrative & Legal Costs:		<u>375.00</u>
Total Assessed:	\$	<u>3,325.00</u>

12. RESPONDENT shall pay to the BOARD the total sum of \$3,325.00, in twenty four (24) installments consisting of the first payment being ten (10) percent of the total balance equaling \$332.47 and twenty three (23) equal monthly installment

payments \$130.11 thereafter.

13. The first payment of \$332.47 is due and payable within thirty (30) days after the EFFECTIVE DATE of the BOARD'S Final Order, with twenty three (23) additional installment payments of \$130.11, each installment payment becoming due and payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until the total balance due is paid in full. No grace period will be permitted. Any installment payment not actually received by the BOARD on or before its due date shall be construed as an event of default of this agreement by the RESPONDENT.
14. Any installment payment not actually received by the BOARD on or before its due date shall be subjected to a Fifty Dollar (\$50.00) late fee.
15. If monthly installments are not brought current within thirty (30) days of due date, the remaining unpaid balance shall become immediately accelerated, and the total remaining unpaid balance of the monetary assessments shall become immediately due and payable in full. In such event, debt collection actions for unpaid monetary assessments in this case may be instituted by the BOARD.
16. In the event of default, **RESPONDENT agrees that his/her license shall be immediately suspended.** The suspension of RESPONDENT'S license shall continue until the unpaid balance is paid in full.
17. RESPONDENT acknowledges that the BOARD has the legal power and authority to take action against her/him, including instituting debt collection actions for unpaid monetary assessments in this case.
18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the BOARD.
19. The BOARD agrees not to pursue any other or greater remedies or fines in

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

knowledge obtained by the BOARD through consideration of this settlement agreement, if after review by the BOARD, this settlement agreement is rejected.

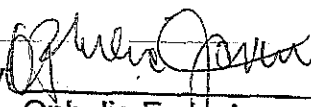
31. If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

**Complete Agreement**

32. This settlement agreement consists of eight pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties.

Date: Aug. 22, 2015

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

By:   
Ophelia F. Javier  
Licensee

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS

In the Matter of the Complaint for  
Disciplinary Action Against  
  
TERESITA C. ENRIQUEZ,  
  
RESPONDENT  
  
Residential Facility Administrator for  
  
IN TOUCH RESIDENTIAL CARE I  
  
\_\_\_\_\_

Case No. B-36114

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT TERESITA C. ENRIQUEZ ("RESPONDENT" or "ENRIQUEZ") (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

**Jurisdiction**

1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to receive, investigate and take appropriate action with respect to any charge or complaint filed with the BOARD against a licensee.
2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the State of Nevada as a residential facility administrator ("RFA") by the BOARD, pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code chapters 654.
3. At all times relevant hereto, RESPONDENT was the Administrator of IN TOUCH RESIDENTIAL CARE I, 4131 Satinwood Dr., Las Vegas, NV 89147 ("the Facility"),

License No. 7076, and as a result of such licensure, his/her conduct in the capacity of a licensee was and is governed by Nevada Revised Statutes Chapter 654, Nevada Administrative Code 654, and other provisions of Nevada law.

4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to enter into a settlement agreement to resolve a disputed matter.

### **Allegations**

5. On or about February 11, 2015 through February 20, 2015, the State of Nevada, Division of Public and Behavioral Health ("DPBH") conducted complaint investigation at In Touch Residential Care I and subsequently DPBH issued its Statements of Deficiencies ("SOD") against the Facility.
6. On or about May 26, 2015, the BOARD sent a "Notice Pursuant to Nevada Revised Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for Violations of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by certified mail, notifying him or her of an investigation concerning allegations of Chapter 654 violations.
7. On June 10, 2015, the Board sent correspondence to RESPONDENT, by certified mail, notifying RESPONDENT that sufficient evidence had been found for disciplinary action to be commenced, and that the BOARD proposed such action would be brought for an administrative hearing.
8. Respondent acknowledges that information has been received by the BOARD or its agent, which constitutes sufficient grounds for the initiation of an administrative hearing.
9. The Parties desire to resolve any disputed matters relating to the BOARD'S investigation, and recognize that continued litigation of this dispute would be protracted, costly and time consuming, and therefore, the Parties have reached a

settlement agreement in the interest of judicial and administrative economy.

## Violations of Law

10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or complaint investigation constitutes a violation of law regulating the practice of residential facility administrators and/or skilled nursing administrators. RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of further disciplinary action by the BOARD.

## Administrative Penalty

11. RESPONDENT shall maintain a grade of C or better for all of his/her facilities for the eighteen (18) months immediately following the Effective Date of the Board's Final order, and agrees that if licensee receives a grade below a C, his/her license shall be immediately suspended until he/she comes before the Board at the next Quarterly Board Meeting. Respondent shall also complete Modules 1, 4, 6,7 and 8 of the Nevada Best Practices Training to be provided by the Board within thirty (30) days after the Effective Date of the Board's Final Order, and pay the following monetary assessment to the BOARD:

Administrative Fine:	\$	2,500.00
Best Practices Training:		250.00
Administrative & Legal Costs:		<u>375.00</u>
Total Assessed:	\$	<u>3,125.00</u>

12. RESPONDENT shall pay to the BOARD the total sum of \$3,125.00, in twenty four (24) installments consisting of the first payment being ten (10) percent of the total balance equaling \$312.56 and twenty three (23) equal monthly installment payments \$122.28 thereafter.

- 1 13. The first payment of \$312.56 is due and payable within thirty (30) days after the  
2 EFFECTIVE DATE of the BOARD'S Final Order, with twenty three (23) additional  
3 installment payments of \$122.28, each installment payment becoming due and  
4 payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until  
5 the total balance due is paid in full. No grace period will be permitted. Any  
6 installment payment not actually received by the BOARD on or before its due date  
7 shall be construed as an event of default of this agreement by the RESPONDENT.  
8
- 9 14. Any installment payment not actually received by the BOARD on or before its due  
10 date shall be subjected to a Fifty Dollar (\$50.00) late fee.
- 11 15. If monthly installments are not brought current within thirty (30) days of due date,  
12 the remaining unpaid balance shall become immediately accelerated, and the total  
13 remaining unpaid balance of the monetary assessments shall become immediately  
14 due and payable in full. In such event, debt collection actions for unpaid monetary  
15 assessments in this case may be instituted by the BOARD.
- 16 16. In the event of default, **RESPONDENT agrees that his/her license shall be**  
17 **immediately suspended.** The suspension of RESPONDENT'S license shall  
18 continue until the unpaid balance is paid in full.
- 19 17. RESPONDENT acknowledges that the BOARD has the legal power and authority to  
20 take action against her/him, including instituting debt collection actions for unpaid  
21 monetary assessments in this case.
- 22 18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this  
23 matter until all terms and conditions set forth in this settlement agreement have  
24 been met to the satisfaction of the BOARD.
- 25 19. The BOARD agrees not to pursue any other or greater remedies or fines in  
26 connection RESPONDENT'S alleged conduct, and that once this agreement is fully  
27  
28

agreement, if after review by the BOARD, this settlement agreement is rejected.

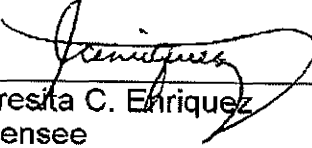
31. If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

### Complete Agreement

32. This settlement agreement consists of eight pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties.

Date: 09-30-15

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

By:   
Teresita C. Enriquez  
Licensee

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

**BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS**

In the Matter of the Complaint for  
Disciplinary Action Against

Case Nos. B-36118

RICHARD L. MAPLES,

Filed: \_\_\_\_\_

RESPONDENT

\_\_\_\_\_  
Executive Secretary

Residential Facility Administrator for

BEE HIVE HOMES OF ELKO #1

**VOLUNTARY SURRENDER**

Pursuant to Nevada Revised Statute 654.110(1)(f), the State of Nevada, Board of Examiners for Long-Term Care Administrators ("Board") has jurisdiction to receive, investigate and take appropriate action with respect to any charge or complaint filed with the Board against a licensee. Respondent at all times relevant hereto, was and currently is, licensed in the State of Nevada as a residential facility administrator ("RFA") by the Board, pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code chapters 654. At all times relevant hereto, Respondent was the RFA of BEE HIVE HOMES OF ELKO #1 ("Facility") located at 1683 Winchester Dr., Elko, NV 89801, License No. 9279, and as a result of such licensure, his conduct in the capacity of a licensee was and is governed by Nevada Revised Statutes Chapter 654, Nevada Administrative Code 654, and other provisions of Nevada law.

**Voluntary Recital**

I, RICHARD L. MAPLES ("Respondent"), wish to voluntarily surrender my RFA License No. 9279 in lieu of other disciplinary action by the Board. I also agree that I may not re-apply for an administrator's license in the State of Nevada for a period of twenty (20) years.

Case B36118

1. On or about May 4, 2015, the State of Nevada, Bureau of Health Care and Quality & Compliance ("HCQC") conducted an annual State Licensure survey of the Facility. The survey was completed on May 4, 2015, on which date HCQC issued its Statement of Deficiencies against the Facility that included:

- a. Respondent failed to provide oversight and direction for the members of the staff supervision as required by NAC 449.194(10), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).
- b. Respondent failed to ensure that sufficient number of caregivers were on duty as required by NAC 449.199(1), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).
- c. Respondent failed to ensure that the facility destroy medications after they were discontinued, had expired or after a resident had been transferred as required by NAC 449.2742(9), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).
- d. Respondent failed to ensure that medications were secure in the facility as required by NAC 449.2748(1-2), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).
- e. Respondent failed to ensure that medications were kept in their original container as required by NAC 449.2748(3)(a-b), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).
- f. Respondent failed to ensure that resident files were available as required by NAC 449/2749(1)(a), thereby violating NAC 654.210(2)(n), and NRS 654.190(1)(e).

I acknowledge that the above information has been received by the Board or its agent, which constitutes sufficient grounds for the initiation of an administrative hearing. I have elected to enter into this Voluntary Surrender rather than face the possibility of further disciplinary action by the Board if the Board were to prevail at a disciplinary hearing.

1 I am aware of, understand, and have been advised of the effect of this Voluntary  
2 Surrender, which I have carefully read and fully acknowledge. No coercion has been exerted  
3 on me to enter into this agreement. I acknowledge my right to an attorney at my own  
4 expense. I have had the benefit at all times of advice from competent legal counsel of my  
5 choice if I so elected.

6 I am aware of my rights including the right to a hearing on any charges and/or  
7 allegations, the right to examine witnesses who would testify against me, the right to present  
8 evidence in my favor and call witnesses on my behalf, or to testify myself, the right to contest  
9 the charges and allegations, the right to reconsideration, appeal or any other type of formal  
10 judicial review of this matter, and any other rights which may be accorded to me pursuant to  
11 the Nevada Administrative Procedures Act and the provision of Chapters 654 and 233B of the  
12 Nevada Revised Statutes and the Nevada Administrative Code. I agree to waive the  
13 foregoing rights upon acceptance of this agreement by the Board.

14 I understand that this action is subject to the public records law and may be published  
15 and reported to all appropriate agencies and that the Board may be required to make this  
16 Voluntary Surrender and related documents available for inspection. I understand that this  
17 surrender is effective the day it is accepted by the Board, however, I agree to immediately  
18 cease and desist practicing as a licensed residential facility administrator  
19  
20  
21  
22

23 (REST OF PAGE INTENTIONALLY LEFT BLANK)  
24  
25  
26  
27  
28

1 or any other activity covered under Chapter 654 of the Nevada Revised Statutes and the  
2 Nevada Administrative Code in the state of Nevada.

3  
4 Date: 9-1-2015

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

7 By: Richard Maples  
8 RICHARD MAPLES  
Licensee

By: \_\_\_\_\_  
SANDY LAMPERT  
Executive Director

9  
10 Submitted by:

11 ADAM PAUL LAXALT  
Attorney General

12 By: \_\_\_\_\_  
13 SOPHIA G. LONG, ESQ.  
Deputy Attorney General  
14 555 E. Washington Avenue,  
Suite 3900  
15 Las Vegas, Nevada 89101  
(702) 486-3420

1                                    **BEFORE THE NEVADA STATE BOARD OF EXAMINERS**  
2                                    **FOR LONG TERM CARE ADMINISTRATORS**  
3

4 In the Matter of the Complaint for                                    )  
5 Disciplinary Action Against                                    )  
6                    DONALD J. PARKER,                                    )  
7                    RESPONDENT                                    )  
8 Residential Facility Administrator for                                    )  
9                    EMERITUS AT THE PLAZA                                    )  
10 \_\_\_\_\_ )

Case No. B-36121

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

11  
12                                    **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

13            WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF  
14 EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT  
15 DONALD J. PARKER ("RESPONDENT" or "PARKER") (collectively referred to as "the  
16 Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

17            **Jurisdiction**

- 18
- 19            1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to
- 20 receive, investigate and take appropriate action with respect to any charge or
- 21 complaint filed with the BOARD against a licensee.
- 22            2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the
- 23 State of Nevada as a residential facility administrator ("RFA") by the BOARD,
- 24 pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative
- 25 Code chapters 654.
- 26            3. At all times relevant hereto, RESPONDENT was the Administrator of EMERITUS
- 27 AT THE PLAZA, 6031 W. Cheyenne Ave., Las Vegas, NV 89108 ("the Facility"),
- 28

1 License No. 9211, and as a result of such licensure, his/her conduct in the capacity  
2 of a licensee was and is governed by Nevada Revised Statutes Chapter 654,  
3 Nevada Administrative Code 654, and other provisions of Nevada law.

- 4 4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to  
5 enter into a settlement agreement to resolve a disputed matter.

6 **Allegations**

- 7 5. On or about May 23, 2015 through May 30, 2015 the State of Nevada, Division of  
8 Public and Behavioral Health ("DPBH") conducted a complaint investigation and  
9 subsequently DPBH issued its Statements of Deficiencies ("SOD") against the  
10 Facility.  
11  
12 6. On or about June 18, 2015, the BOARD sent a "Notice Pursuant to Nevada Revised  
13 Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for Violations  
14 of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by certified  
15 mail, notifying him or her of an investigation concerning allegations of Chapter 654  
16 violations.  
17  
18 7. On July 8, 2015, the Board sent correspondence to RESPONDENT, by certified  
19 mail, notifying RESPONDENT that sufficient evidence had been found for  
20 disciplinary action to be commenced, and that the BOARD proposed such action  
21 would be brought for an administrative hearing.  
22  
23 8. Respondent acknowledges that information has been received by the BOARD or its  
24 agent, which constitutes sufficient grounds for the initiation of an administrative  
25 hearing.  
26  
27 9. The Parties desire to resolve any disputed matters relating to the BOARD'S  
28 investigation, and recognize that continued litigation of this dispute would be  
protracted, costly and time consuming, and therefore, the Parties have reached a

1 settlement agreement in the interest of judicial and administrative economy.

2 **Violations of Law**

3 10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or  
4 complaint investigation constitutes a violation of law regulating the practice of  
5 residential facility administrators and/or skilled nursing administrators.  
6 RESPONDENT has elected to enter into this settlement agreement rather than  
7 face the possibility of further disciplinary action by the BOARD.

8 **Administrative Penalty**

9  
10 11. RESPONDENT shall maintain a grade of B or better for all of his/her facilities for the  
11 eighteen (18) months immediately following the Effective Date of the Board's Final  
12 order, and agrees that if licensee receives a grade below a B, his/her license shall  
13 be immediately suspended until he/she comes before the Board at the next  
14 Quarterly Board Meeting. Respondent shall also complete Modules 1 and 4 of the  
15 Nevada Best Practices Training to be provided by the Board and 8 hours of  
16 Medication Training within thirty (30) days after the Effective Date of the Board's  
17 Final Order, and pay the following monetary assessment to the BOARD:

18	Administrative Fine:	\$	500.00
19	Best Practices Training:		100.00
20	Administrative & Legal Costs:		<u>375.00</u>
21	Total Assessed:	\$	<u>975.00</u>

22  
23  
24 12. RESPONDENT shall pay to the BOARD the total sum of \$975.00, in twelve (12)  
25 installments consisting of the first payment being ten (10) percent of the total  
26 balance equaling \$97.53 and eleven (11) equal monthly installment payments  
27 \$79.77 thereafter.  
28

- 1 13. The first payment of \$97.53 is due and payable within thirty (30) days after the  
2 EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional  
3 installment payments of \$79.77, each installment payment becoming due and  
4 payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until  
5 the total balance due is paid in full. No grace period will be permitted. Any  
6 installment payment not actually received by the BOARD on or before its due date  
7 shall be construed as an event of default of this agreement by the RESPONDENT.  
8
- 9 14. Any installment payment not actually received by the BOARD on or before its due  
10 date shall be subjected to a Fifty Dollar (\$50.00) late fee.
- 11 15. If monthly installments are not brought current within thirty (30) days of due date,  
12 the remaining unpaid balance shall become immediately accelerated, and the total  
13 remaining unpaid balance of the monetary assessments shall become immediately  
14 due and payable in full. In such event, debt collection actions for unpaid monetary  
15 assessments in this case may be instituted by the BOARD.
- 16 16. In the event of default, **RESPONDENT agrees that his/her license shall be**  
17 **immediately suspended.** The suspension of RESPONDENT'S license shall  
18 continue until the unpaid balance is paid in full.
- 19 17. RESPONDENT acknowledges that the BOARD has the legal power and authority to  
20 take action against her/him, including instituting debt collection actions for unpaid  
21 monetary assessments in this case.
- 22 18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this  
23 matter until all terms and conditions set forth in this settlement agreement have  
24 been met to the satisfaction of the BOARD.
- 25 19. The BOARD agrees not to pursue any other or greater remedies or fines in  
26 connection RESPONDENT'S alleged conduct, and that once this agreement is fully  
27  
28

agreement, if after review by the BOARD, this settlement agreement is rejected.

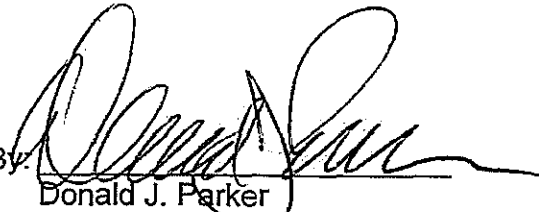
31. If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

### Complete Agreement

32. This settlement agreement consists of eight pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties.

Date: 10-9-15

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

By:   
Donald J. Parker  
Licensee

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

1                                **BEFORE THE NEVADA STATE BOARD OF EXAMINERS**  
2                                **FOR LONG TERM CARE ADMINISTRATORS**  
3

4 In the Matter of the Complaint for  
5 Disciplinary Action Against

6                    DANIELLE A. WALTON,

7                    RESPONDENT

8 Residential Facility Administrator for

9                    BELLA ESTATES CARE HOME  
10 \_\_\_\_\_ )  
11

Case No. B-36122

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

12                                **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

13                WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF  
14 EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT  
15 DANIELLE A. WALTON ("RESPONDENT" or "WALTON") (collectively referred to as "the  
16 Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:  
17

18                **Jurisdiction**

- 19                1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to  
20 receive, investigate and take appropriate action with respect to any charge or  
21 complaint filed with the BOARD against a licensee.
- 22                2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the  
23 State of Nevada as a residential facility administrator ("RFA") by the BOARD,  
24 pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative  
25 Code chapters 654.
- 26                3. At all times relevant hereto, RESPONDENT was the Administrator of BELLA  
27 ESTATES CARE HOME, 3140 Coachlight Circle, Las Vegas, NV 89117 ("the  
28

Facility”), License No. 9304, and as a result of such licensure, his/her conduct in the capacity of a licensee was and is governed by Nevada Revised Statutes Chapter 654, Nevada Administrative Code 654, and other provisions of Nevada law.

4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to enter into a settlement agreement to resolve a disputed matter.

### **Allegations**

5. On or about April 1, 2015 the State of Nevada, Division of Public and Behavioral Health (“DPBH”) conducted an annual State Licensure survey and complaint investigation at Bella Estate Care Home and subsequently DPBH issued its Statements of Deficiencies (“SOD”) against the Facility.
6. On or about June 19, 2015, the BOARD sent a “Notice Pursuant to Nevada Revised Statutes (“NRS”) 233B.127(3) of Intent to Take Administrative Action for Violations of Chapter 654 of NRS and Chapter 449 of NRS” to RESPONDENT, by certified mail, notifying him or her of an investigation concerning allegations of Chapter 654 violations.
7. On July 8, 2015, the Board sent correspondence to RESPONDENT, by certified mail, notifying RESPONDENT that sufficient evidence had been found for disciplinary action to be commenced, and that the BOARD proposed such action would be brought for an administrative hearing.
8. Respondent acknowledges that information has been received by the BOARD or its agent, which constitutes sufficient grounds for the initiation of an administrative hearing.
9. The Parties desire to resolve any disputed matters relating to the BOARD’S investigation, and recognize that continued litigation of this dispute would be protracted, costly and time consuming, and therefore, the Parties have reached a

settlement agreement in the interest of judicial and administrative economy.

## Violations of Law

10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or complaint investigation constitutes a violation of law regulating the practice of residential facility administrators and/or skilled nursing administrators. RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of further disciplinary action by the BOARD.

## Administrative Penalty

11. RESPONDENT shall maintain a grade of B or better for all of his/her facilities for the eighteen (18) months immediately following the Effective Date of the Board's Final order, and agrees that if licensee receives a grade below a B, his/her license shall be immediately suspended until he/she comes before the Board at the next Quarterly Board Meeting. Respondent shall also complete Modules 1 and 4 of the Nevada Best Practices Training to be provided by the Board and 8 hours of Medication Training within thirty (30) days after the Effective Date of the Board's Final Order, and pay the following monetary assessment to the BOARD:

Administrative Fine:	\$	3,000.00
Best Practices Training:		100.00
Administrative & Legal Costs:		<u>375.00</u>
Total Assessed:	\$	<u>3,475.00</u>

12. RESPONDENT shall pay to the BOARD the total sum of \$3,475.00, in twelve (12) installments consisting of the first payment being ten (10) percent of the total balance equaling \$347.48 and eleven (11) equal monthly installment payments \$284.32 thereafter.

- 1 13. The first payment of \$347.48 is due and payable within thirty (30) days after the  
2 EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional  
3 installment payments of \$284.32, each installment payment becoming due and  
4 payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until  
5 the total balance due is paid in full. No grace period will be permitted. Any  
6 installment payment not actually received by the BOARD on or before its due date  
7 shall be construed as an event of default of this agreement by the RESPONDENT.  
8
- 9 14. Any installment payment not actually received by the BOARD on or before its due  
10 date shall be subjected to a Fifty Dollar (\$50.00) late fee.
- 11 15. If monthly installments are not brought current within thirty (30) days of due date,  
12 the remaining unpaid balance shall become immediately accelerated, and the total  
13 remaining unpaid balance of the monetary assessments shall become immediately  
14 due and payable in full. In such event, debt collection actions for unpaid monetary  
15 assessments in this case may be instituted by the BOARD.
- 16 16. In the event of default, **RESPONDENT agrees that his/her license shall be**  
17 **immediately suspended.** The suspension of RESPONDENT'S license shall  
18 continue until the unpaid balance is paid in full.
- 19 17. RESPONDENT acknowledges that the BOARD has the legal power and authority to  
20 take action against her/him, including instituting debt collection actions for unpaid  
21 monetary assessments in this case.
- 22 18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this  
23 matter until all terms and conditions set forth in this settlement agreement have  
24 been met to the satisfaction of the BOARD.
- 25 19. The BOARD agrees not to pursue any other or greater remedies or fines in  
26 connection RESPONDENT'S alleged conduct, and that once this agreement is fully  
27  
28

1 agreement, if after review by the BOARD, this settlement agreement is rejected.

2 31. If the BOARD does not accept the settlement agreement, it shall be regarded as  
3 null and void. Admissions by RESPONDENT in the settlement agreement will not  
4 be regarded as evidence against him at the subsequent disciplinary hearing. The  
5 RESPONDENT will be free to defend himself and no inferences against him will be  
6 made from his willingness to have entered into this agreement.

7  
8 ...  
9 ...  
10 ...  
11  
12  
13 **Complete Agreement**

14 32. This settlement agreement consists of eight pages and embodies the entire  
15 agreement between the BOARD and RESPONDENT. It may not be altered,  
16 amended or modified without the express consent of the parties.

17 Date: 8/6/15

18 Date: \_\_\_\_\_  
19 NEVADA STATE BOARD OF  
20 EXAMINERS OF LONG TERM CARE  
21 ADMINISTRATORS

22 By:   
23 Danielle A. Walton  
24 Licensee

25 By: \_\_\_\_\_  
26 Sandy Lampert  
27 Executive Director  
28

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS

In the Matter of the Complaint for  
Disciplinary Action Against  
  
PINKY E. QUINTANA,  
  
RESPONDENT  
  
Residential Facility Administrator for  
  
TORREY PINES POST ACUTE  
AND REHABILITATION

Case No. B-36124

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT PINKY E. QUINTANA ("RESPONDENT" or "QUINTANA") (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

**Jurisdiction**

1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to receive, investigate and take appropriate action with respect to any charge or complaint filed with the BOARD against a licensee.
2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the State of Nevada as a nursing facility administrator ("NFA") by the BOARD, pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code chapters 654.
3. At all times relevant hereto, RESPONDENT was the Administrator of TORREY PINTES POST ACUTE AND REHABILITATION, 1702 S. Torrey Pines Dr.,

1 Las Vegas, NV 89146 ("the Facility"), License No. 647, and as a result of such  
2 licensure, his/her conduct in the capacity of a licensee was and is governed by  
3 Nevada Revised Statutes Chapter 654, Nevada Administrative Code 654, and other  
4 provisions of Nevada law.

- 5 4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to  
6 enter into a settlement agreement to resolve a disputed matter.

7 **Allegations**

- 8 5. On or about May 26, 2015 through May 29, 2015 the State of Nevada, Division of  
9 Public and Behavioral Health ("DPBH") conducted a State Licensure survey and  
10 subsequently DPBH issued its Statements of Deficiencies ("SOD") against the  
11 Facility.  
12  
13 6. On or about August 17, 2015, the BOARD sent a "Notice Pursuant to Nevada  
14 Revised Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for  
15 Violations of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by  
16 certified mail, notifying him or her of an investigation concerning allegations of  
17 Chapter 654 violations.  
18  
19 7. On October 1, 2015, the Board sent correspondence to RESPONDENT, by certified  
20 mail, notifying RESPONDENT that sufficient evidence had been found for  
21 disciplinary action to be commenced, and that the BOARD proposed such action  
22 would be brought for an administrative hearing.  
23  
24 8. Respondent acknowledges that information has been received by the BOARD or its  
25 agent, which constitutes sufficient grounds for the initiation of an administrative  
26 hearing.  
27  
28 9. The Parties desire to resolve any disputed matters relating to the BOARD'S  
investigation, and recognize that continued litigation of this dispute would be

protracted, costly and time consuming, and therefore, the Parties have reached a settlement agreement in the interest of judicial and administrative economy.

### Violations of Law

10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or complaint investigation constitutes a violation of law regulating the practice of residential facility administrators and/or skilled nursing administrators. RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of further disciplinary action by the BOARD.

### Administrative Penalty

11. RESPONDENT shall maintain a grade of B or better for all of his/her facilities for the eighteen (18) months immediately following the Effective Date of the Board's Final order, and agrees that if licensee receives a grade below a B, his/her license shall be immediately suspended until he/she comes before the Board at the next Quarterly Board Meeting. Respondent shall also complete Modules 1, 4 and 7 of the Nevada Best Practices Training to be provided by the Board and 8 hours of Medication Training within thirty (30) days after the Effective Date of the Board's Final Order, and pay the following monetary assessment to the BOARD:

Administrative Fine:	\$	2,500.00
Best Practices Training:		150.00
Administrative & Legal Costs:		<u>375.00</u>
Total Assessed:	\$	<u>3,025.00</u>

12. RESPONDENT shall pay to the BOARD the total sum of \$3,025.00, in twelve (12) installments consisting of the first payment being ten (10) percent of the total balance equaling \$302.50 and eleven (11) equal monthly installment payments

\$247.50 thereafter.

13. The first payment of \$302.50 is due and payable within thirty (30) days after the EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional installment payments of \$247.50, each installment payment becoming due and payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until the total balance due is paid in full. No grace period will be permitted. Any installment payment not actually received by the BOARD on or before its due date shall be construed as an event of default of this agreement by the RESPONDENT.
14. Any installment payment not actually received by the BOARD on or before its due date shall be subjected to a Fifty Dollar (\$50.00) late fee.
15. If monthly installments are not brought current within thirty (30) days of due date, the remaining unpaid balance shall become immediately accelerated, and the total remaining unpaid balance of the monetary assessments shall become immediately due and payable in full. In such event, debt collection actions for unpaid monetary assessments in this case may be instituted by the BOARD.
16. In the event of default, **RESPONDENT agrees that his/her license shall be immediately suspended.** The suspension of RESPONDENT'S license shall continue until the unpaid balance is paid in full.
17. RESPONDENT acknowledges that the BOARD has the legal power and authority to take action against her/him, including instituting debt collection actions for unpaid monetary assessments in this case.
18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the BOARD.
19. The BOARD agrees not to pursue any other or greater remedies or fines in

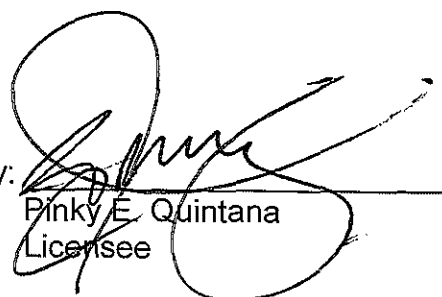
knowledge obtained by the BOARD through consideration of this settlement agreement, if after review by the BOARD, this settlement agreement is rejected.

31. If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

**Complete Agreement**

32. This settlement agreement consists of eight pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties.

Date: 10/8/15

By:   
Pinky E. Quintana  
Licensee

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

BEFORE THE NEVADA STATE BOARD OF EXAMINERS  
FOR LONG TERM CARE ADMINISTRATORS

In the Matter of the Complaint for  
Disciplinary Action Against  
  
THERESA P. DEL ROSARIO,  
  
RESPONDENT  
  
Residential Facility Administrator for  
  
SUNSHINE RETIREMENT HOME

Case No. B-36127

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT THERESA P. DEL ROSARIO ("RESPONDENT" or "DEL ROSARIO") (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

**Jurisdiction**

1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to receive, investigate and take appropriate action with respect to any charge or complaint filed with the BOARD against a licensee.
2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the State of Nevada as a residential facility administrator ("RFA") by the BOARD, pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code chapters 654.
3. At all times relevant hereto, RESPONDENT was the Administrator of SUNSHINE

1 RETIREMENT HOME, 316 Lacy Lane, Las Vegas, NV 89107 ("the Facility"),  
2 License No. 5713, and as a result of such licensure, his/her conduct in the capacity  
3 of a licensee was and is governed by Nevada Revised Statutes Chapter 654,  
4 Nevada Administrative Code 654, and other provisions of Nevada law.

- 5 4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to  
6 enter into a settlement agreement to resolve a disputed matter.

7 **Allegations**

- 8 5. On or about June 22, 2015 the State of Nevada, Division of Public and Behavioral  
9 Health ("DPBH") conducted an annual State Licensure grading survey and a  
10 complaint investigation and subsequently DPBH issued its Statements of  
11 Deficiencies ("SOD") against the Facility.
- 12 6. On or about September 2, 2015, the BOARD sent a "Notice Pursuant to Nevada  
13 Revised Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for  
14 Violations of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by  
15 certified mail, notifying him or her of an investigation concerning allegations of  
16 Chapter 654 violations.
- 17 7. On October 1, 2015, the Board sent correspondence to RESPONDENT, by certified  
18 mail, notifying RESPONDENT that sufficient evidence had been found for  
19 disciplinary action to be commenced, and that the BOARD proposed such action  
20 would be brought for an administrative hearing.
- 21 8. Respondent acknowledges that information has been received by the BOARD or its  
22 agent, which constitutes sufficient grounds for the initiation of an administrative  
23 hearing.
- 24 9. The Parties desire to resolve any disputed matters relating to the BOARD'S  
25 investigation, and recognize that continued litigation of this dispute would be  
26  
27  
28

1 protracted, costly and time consuming, and therefore, the Parties have reached a  
2 settlement agreement in the interest of judicial and administrative economy.

3 **Violations of Law**

- 4 10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or  
5 complaint investigation constitutes a violation of law regulating the practice of  
6 residential facility administrators and/or skilled nursing administrators.  
7 RESPONDENT has elected to enter into this settlement agreement rather than  
8 face the possibility of further disciplinary action by the BOARD.  
9

10 **Administrative Penalty**

- 11 11. RESPONDENT shall maintain a grade of B or better for all of his/her facilities for the  
12 eighteen (18) months immediately following the Effective Date of the Board's Final  
13 Order, and agrees that if licensee receives a grade below a B, his/her license shall  
14 be immediately suspended until he/she comes before the Board at the next  
15 Quarterly Board Meeting. Respondent shall also complete Modules 1, 4, 6 and 7 of  
16 the Nevada Best Practices Training to be provided by the Board and 8 hours of  
17 Medication Training within thirty (30) days after the Effective Date of the Board's  
18 Final Order, and pay the following monetary assessment to the BOARD:  
19

20	Administrative Fine:	\$	4,000.00
21	Best Practices Training:		200.00
22	Administrative & Legal Costs:		<u>375.00</u>
23	Total Assessed:	\$	<u>4,575.00</u>

- 24  
25 12. RESPONDENT shall pay to the BOARD the total sum of \$4,575.00, in twelve (12)  
26 installments consisting of the first payment being ten (10) percent of the total  
27 balance equaling \$457.48 and eleven (11) equal monthly installment payments  
28

\$374.32 thereafter.

13. The first payment of \$457.48 is due and payable within thirty (30) days after the EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional installment payments of \$374.32, each installment payment becoming due and payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until the total balance due is paid in full. No grace period will be permitted. Any installment payment not actually received by the BOARD on or before its due date shall be construed as an event of default of this agreement by the RESPONDENT.
14. Any installment payment not actually received by the BOARD on or before its due date shall be subjected to a Fifty Dollar (\$50.00) late fee.
15. If monthly installments are not brought current within thirty (30) days of due date, the remaining unpaid balance shall become immediately accelerated, and the total remaining unpaid balance of the monetary assessments shall become immediately due and payable in full. In such event, debt collection actions for unpaid monetary assessments in this case may be instituted by the BOARD.
16. In the event of default, **RESPONDENT agrees that his/her license shall be immediately suspended.** The suspension of RESPONDENT'S license shall continue until the unpaid balance is paid in full.
17. RESPONDENT acknowledges that the BOARD has the legal power and authority to take action against her/him, including instituting debt collection actions for unpaid monetary assessments in this case.
18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the BOARD.
19. The BOARD agrees not to pursue any other or greater remedies or fines in

1 knowledge obtained by the BOARD through consideration of this settlement  
2 agreement, if after review by the BOARD, this settlement agreement is rejected.

3 31. If the BOARD does not accept the settlement agreement, it shall be regarded as  
4 null and void. Admissions by RESPONDENT in the settlement agreement will not  
5 be regarded as evidence against him at the subsequent disciplinary hearing. The  
6 RESPONDENT will be free to defend himself and no inferences against him will be  
7 made from his willingness to have entered into this agreement.  
8

9  
10  
11  
12  
13  
14 **Complete Agreement**

15 32. This settlement agreement consists of eight pages and embodies the entire  
16 agreement between the BOARD and RESPONDENT. It may not be altered,  
17 amended or modified without the express consent of the parties.  
18

19 Date: 10-22-15

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

20  
21  
22 By: Theresa P. del Rosario  
23 Theresa P. Del Rosario  
Licensee

24  
25  
26 By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

1                                   **BEFORE THE NEVADA STATE BOARD OF EXAMINERS**  
2                                   **FOR LONG TERM CARE ADMINISTRATORS**

3  
4 In the Matter of the Complaint for  
5 Disciplinary Action Against

6                   BARRY D. WICKLUND,

7                   RESPONDENT

8 Residential Facility Administrator for

9                   ANGEL'S HOUSE ADULT CARE  
10 \_\_\_\_\_

Case No. B-36128

Filed: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

11  
12                                   **STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTIONS**

13           WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF  
14 EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT  
15 BARRY D. WICKLUND ("RESPONDENT" or "WICKLUND") (collectively referred to as "the  
16 Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

17           **Jurisdiction**

- 18
- 19           1. Pursuant to Nevada Revised Statute 654.110(1)(f), the BOARD has jurisdiction to
- 20 receive, investigate and take appropriate action with respect to any charge or
- 21 complaint filed with the BOARD against a licensee.
- 22           2. RESPONDENT at all times relevant hereto, was and currently is, licensed in the
- 23 State of Nevada as a residential facility administrator ("RFA") by the BOARD,
- 24 pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative
- 25 Code chapters 654.
- 26           3. At all times relevant hereto, RESPONDENT was the Administrator of ANGEL'S
- 27 HOUSE ADULT CARE, 5496 Tamarus St., Las Vegas, NV 89119 ("the Facility"),
- 28

License No. 9301, and as a result of such licensure, his/her conduct in the capacity of a licensee was and is governed by Nevada Revised Statutes Chapter 654, Nevada Administrative Code 654, and other provisions of Nevada law.

4. Pursuant to Nevada Revised Statute 233B.121(5), the BOARD is authorized to enter into a settlement agreement to resolve a disputed matter.

### **Allegations**

5. On or about June 9, 2015 through June 11, 2015 the State of Nevada, Division of Public and Behavioral Health ("DPBH") conducted a complaint investigation and subsequently DPBH issued its Statements of Deficiencies ("SOD") against the Facility.
6. On or about September 2, 2015, the BOARD sent a "Notice Pursuant to Nevada Revised Statutes ("NRS") 233B.127(3) of Intent to Take Administrative Action for Violations of Chapter 654 of NRS and Chapter 449 of NRS" to RESPONDENT, by certified mail, notifying him or her of an investigation concerning allegations of Chapter 654 violations.
7. On October 1, 2015, the Board sent correspondence to RESPONDENT, by certified mail, notifying RESPONDENT that sufficient evidence had been found for disciplinary action to be commenced, and that the BOARD proposed such action would be brought for an administrative hearing.
8. Respondent acknowledges that information has been received by the BOARD or its agent, which constitutes sufficient grounds for the initiation of an administrative hearing.
9. The Parties desire to resolve any disputed matters relating to the BOARD'S investigation, and recognize that continued litigation of this dispute would be protracted, costly and time consuming, and therefore, the Parties have reached a

settlement agreement in the interest of judicial and administrative economy.

## Violations of Law

10. RESPONDENT admits that the conduct set forth in the DPBH survey and/or complaint investigation constitutes a violation of law regulating the practice of residential facility administrators and/or skilled nursing administrators. RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of further disciplinary action by the BOARD.

## Administrative Penalty

11. RESPONDENT shall maintain a grade of B or better for all of his/her facilities for the eighteen (18) months immediately following the Effective Date of the Board's Final Order, and agrees that if licensee receives a grade below a B, his/her license shall be immediately suspended until he/she comes before the Board at the next Quarterly Board Meeting. Respondent shall also complete Modules 1 and 4 of the Nevada Best Practices Training to be provided by the Board and 8 hours of Medication Training within thirty (30) days after the Effective Date of the Board's Final Order, and pay the following monetary assessment to the BOARD:

Administrative Fine:	\$	750.00
Best Practices Training:		100.00
Administrative & Legal Costs:		<u>375.00</u>
Total Assessed:	\$	<u><u>1,225.00</u></u>

12. RESPONDENT shall pay to the BOARD the total sum of \$1,225.00, in twelve (12) installments consisting of the first payment being ten (10) percent of the total balance equaling \$122.47 and eleven (11) equal monthly installment payments \$100.23 thereafter.

- 1 13. The first payment of \$122.47 is due and payable within thirty (30) days after the  
2 EFFECTIVE DATE of the BOARD'S Final Order, with eleven (11) additional  
3 installment payments of \$100.23, each installment payment becoming due and  
4 payable on the 15<sup>th</sup> day of each next succeeding month after the first payment, until  
5 the total balance due is paid in full. No grace period will be permitted. Any  
6 installment payment not actually received by the BOARD on or before its due date  
7 shall be construed as an event of default of this agreement by the RESPONDENT.  
8
- 9 14. Any installment payment not actually received by the BOARD on or before its due  
10 date shall be subjected to a Fifty Dollar (\$50.00) late fee.
- 11 15. If monthly installments are not brought current within thirty (30) days of due date,  
12 the remaining unpaid balance shall become immediately accelerated, and the total  
13 remaining unpaid balance of the monetary assessments shall become immediately  
14 due and payable in full. In such event, debt collection actions for unpaid monetary  
15 assessments in this case may be instituted by the BOARD.
- 16 16. In the event of default, **RESPONDENT agrees that his/her license shall be**  
17 **immediately suspended.** The suspension of RESPONDENT'S license shall  
18 continue until the unpaid balance is paid in full.
- 19 17. RESPONDENT acknowledges that the BOARD has the legal power and authority to  
20 take action against her/him, including instituting debt collection actions for unpaid  
21 monetary assessments in this case.
- 22 18. RESPONDENT acknowledges that the BOARD will retain jurisdiction over this  
23 matter until all terms and conditions set forth in this settlement agreement have  
24 been met to the satisfaction of the BOARD.
- 25 19. The BOARD agrees not to pursue any other or greater remedies or fines in  
26 connection RESPONDENT'S alleged conduct, and that once this agreement is fully  
27  
28

1 agreement, if after review by the BOARD, this settlement agreement is rejected.

2 31. If the BOARD does not accept the settlement agreement, it shall be regarded as  
3 null and void. Admissions by RESPONDENT in the settlement agreement will not  
4 be regarded as evidence against him at the subsequent disciplinary hearing. The  
5 RESPONDENT will be free to defend himself and no inferences against him will be  
6 made from his willingness to have entered into this agreement.  
7

8 ...  
9 ...  
10 ...  
11  
12  
13 **Complete Agreement**

14 32. This settlement agreement consists of eight pages and embodies the entire  
15 agreement between the BOARD and RESPONDENT. It may not be altered,  
16 amended or modified without the express consent of the parties.  
17

18 Date: 10/7/15

Date: \_\_\_\_\_  
NEVADA STATE BOARD OF  
EXAMINERS OF LONG TERM CARE  
ADMINISTRATORS

20  
21 By:   
22 Barry D. Wicklund  
Licensee

By: \_\_\_\_\_  
Sandy Lampert  
Executive Director

**3**

**STATE OF NEVADA  
BOARD OF EXAMINERS FOR LONG-TERM CARE ADMINISTRATORS**

**Draft Minutes of Regular Quarterly Board Meeting**

**August 4, 2015**

**9:00 a.m.**

**Grant Sawyer State Office Building  
555 East Washington Avenue  
Room 4412**

**Las Vegas, Nevada 89102  
and**

**Video Conferencing  
Legislative Counsel Bureau  
401 South Carson Street  
Room 3138  
Carson City, Nevada 89701**

- I. Chair, Margaret McConnell called the meeting to order at 9:04 a.m.
- II. Executive Director, Sandy Lampert called the roll and a quorum was present.

**Board Members:**

Margaret McConnell, Chair  
Terry Clodt, Sec/Treas.  
Jane Gruner, ADSD  
Lilia Sioson

Mary Ellen Wilkinson, Vice Chair  
Lindsay Hansen, M.D. - Excused  
Linda Gelingner - Excused

**Staff:**

Sandy Lampert, Executive Director

**Guests:**

Heather Korbolic, ADSD  
Felicisima Amundson  
Carrie Embree, ADSD  
Leo Molino  
Gregory Martin, Alzheimer's Foundation  
Maria Lingat-Collier, HCQC  
Shawn McGivney  
Johna Thacker, HCQC  
Tina Fernandez, HCQC  
Debbie Gordon, HCQC  
Theresa Brushfield  
Mark McBride

Jose O., Castillo  
Joselin P. Castillo  
Warlito Pizarro  
Vangie Molino  
Juanamarie Harris, HCQC  
Kerry McGivney  
Sheri Abell, DPBH  
Don Sampson, HCQC  
Dominick DiFranco, HCQC  
Charles Perry, NVHCA/Perry Foundation  
Jake Call

- III. PUBLIC COMMENTS – Dr. Shawn McGivney, representing Residential Facilities for Groups owners in the North. The industry is concerned about NRS 435, Licensed Supported Living Arrangement Housing, being mistaken for unlicensed group homes. The industry believes this

is a common occurrence based on a high number of complaints to HCQC. The lack of any public list of licensed SLA's and lack of ombudsman visits contributes to this lack of transparency and raised questions about the care they provide in the community. The industry believes that the ombudsman and other monitoring is needed for SLA regulated homes to keep the many disabled people living in that setting safe. These homes are not required to have sprinklers or BELTCA monitored administrators which leaves the physically and cognitively disabled and senior disabled over the age of 60 residents at risk. The group is also concerned that having many unrelated people living in a single family home, many of whom smoke and have known mental illness and issues with compliance with house rules, put all who live in SLA setting at risk of fire and emergencies. The industry is requesting that BELTCA investigate the terms under which disabled people can live safely. They request that BELTCA and the Ombudsman participate in AB 242 the study of long term care setting in Nevada and comment on why SLAs under NRS 435 are excluded from monitoring by these agencies.

Gregory Martin – Legislative Aide to Assemblyman Hogan. Angry about Alzheimer's care support and feels that HCQC is not listening to the people. Mr. Martin encourages the Chamber of Commerce, Boards and the Ombudsman to meet together regarding Alzheimer's care.

Therese Brushfield – Ms. Brushfield stated that in 1993 the legislature approved licensure for Residential Facilities. Ms. Brushfield brought up NRS 435 and is questioning the lack of safety requirements for these facilities. Advertising for HCR facilities operate with no oversight.

Charles Perry – NVHCA/Perry Foundation – Mr. Perry brought up the issue of candidates not being able to get licensed because of the delay in background checks. Mr. Perry asked that the Board review the issuing of Provisional Licenses.

#### IV. APPROVAL OF THE FOLLOWING PROPOSED DISCIPLINE ACTIONS

- a. Miki Ton – Bell Care Home – Case No. B-36094
- b. Lisa Rogers – The Homestead Fallon – Case No. B-36103
- c. Trudy Andrews - Pacifica Senior Living Green Valley – Case No. B-36104
- d. Susan Sowers - Red Rock Assisted Living – Case No. B-36108
- e. Leonard Hirschhorn – Emeritus at Las Vegas – Case No. B-36109/36068
- f. Christopher Mirando – VN Senior Care At Winery Road – Case No. B-36111
- g. Cresencia Smith – Spring Valley Alzheimer's Care Center – Case No. B-36113
- h. Cresencia Smith – Special Loving Care Alzheimer's Center – Case No. B-36119

Chair, Margaret McConnell called for a motion. Mary Ellen Wilkinson moved to approve the Disciplinary Actions. Jane Gruner seconded. Motion carried. Terry Clodt abstained.

#### V. SECRETARY'S REPORTS:

- a. Approval of the Minutes of May 7, 2015 Meeting – Secretary, Terry Clodt moved to approve. Mary Ellen Wilkinson seconded. Motion carried.

#### VI. ADMINISTRATIVE REPORT: Executive Director, Sandy Lampert, reported that the Board purchased a new copy machine, and the Board is looking into the possibility of going paperless in the office. The Annual Audit is scheduled for the first Monday in September.

VII. ADMINISTRATOR LICENSES ISSUED MUST RECEIVE FINAL BOARD APPROVAL WHEN ALL REQUIREMENTS HAVE BEEN MET.

a. Nursing Facility Administrator Licenses Issued

- (1) Jensen, Benjamin
- (2) Hunter, Mason
- (3) Lomibao, Romulo
- (4) Jones, Richard
- (5) Larson, Molly

Chair, Margaret McConnell, called for a motion. Terry Clodt moved to approve the Nursing Facility Administrator Licenses. Mary Ellen Wilkinson seconded. Motion carried.

b. Residential Facility Administrator Licenses Issued

- (1) Bynum, Iredila
- (2) Faires, Ambria
- (3) McDonald, Patricia
- (4) Gottschalk, Vanessa

Chair, Margaret McConnell, called for a motion. Jane Gruner moved to approve the Residential Facility Administrator licenses. Mary Ellen Wilkinson seconded. Motion carried.

c. Inactive Requests

- (1) Cline, Carolyn - RFA
- (2) Cartino, June – RFA
- (3) Doria, Jack – NFA
- (4) Pophal, Mary – RFA
- (5) Glum, Derrick – NFA
- (6) McClain, Susan - RFA
- (7) Atkin, Gary – RFA
- (8) Carlgrin, Betty – RFA

Chair, Margaret McConnell, called for a motion. Terry Clodt moved to approve the Inactive License Requests. Mary Ellen Wilkinson seconded. Motion carried.

e. Approve or deny the License Renewal of Jake Call – RFA 9267 (Board may go into closed session) “for possible action” – Terry Clodt motioned to go into closed session. Mary Ellen Wilkinson seconded. Motion carried.

“CLOSED SESSION”

“OPEN SESSION”

Mary Ellen Wilkinson asked how long Mr. Call has been an administrator. He responded 10 years.

Margaret McConnell asked if Mr. Call was working in Nevada. He answered that he was currently working in Washington State.

Chair, Margaret McConnell, called for a motion. Mary Ellen Wilkinson moved to renew Mr. Call's license with the provisions that he notify the Board of the court's final action regarding his case, and that for a period of 1 year, he may not drive residents in Nevada. Jane Gruner seconded. Motion carried.

## VIII. UNFINISHED BUSINESS:

a. RCAL AIT Program Report – Executive Director, Sandy Lampert, reported that since the last meeting, we have received 7 new applications, and 4 new licenses were issued. Currently there are 18 open application: 8 are working on the first 60 hour Introductory Course, 4 are working on the 40 hour Best Practices Training, 4 are currently doing their 40 hour AIT, and 2 are ready to take the NAB Exam. A Mentor Training was held in Reno on May 27. 5 current administrators participated, and several have been added to our mentor pool in the North.

b. NFA Lack of AIT Opportunities – Mary Ellen Wilkinson reported that they are looking to utilize NAB resources to address the problem. Margaret McConnell stated that NAB is developing an AIT training program at a cost of \$100,000.00 that will be available to states.

c. Regulation Workshop – Items noted to date are:

1. NFA Preceptor qualifications
2. Background Checks – to be in alignment with HCQC – NAC 654.210
3. RFA Qualifications – NAC 654.1505.9.1
4. ICFs
5. Administrative Fines – NAC 654.181 – NAC 654.250 – Language regarding what happens if an administrative fine is not paid.
6. Master License – Health Service Executive which will require a change to NRS 654.
7. Dual Licensure/Number of beds.

Margaret McConnell added looking at the regulation addressing Provisional Licenses.

## IX. NEW BUSINESS:

a. The role of the Ombudsman's Office in the investigation of unlicensed group homes presented by Heather Korbolic, Social Services Manager of the State Long Term Care Ombudsman. – Heather Korbolic from the Ombudsman's Office is joined with Kerry Embrey from Elder Protective Services talked about the role their agencies within the Long Term Care Industry. Ms. Korbolic then addressed the issue of unlicensed group homes or homes without any certification such as a HIRC or 2 bed group home. The Ombudsman's office receives complaints regarding these facilities from neighbors, home health, families and law enforcement. When complaints are received they may be forwarded to Developmental Services to determine if the home is a SLA. The Ombudsman's policy is to initiate complaint investigations within 7 to 10 days. The Ombudsman's Office has no punitive authority. Referrals must be made to HCQC.

X. DEPUTY ATTORNEY GENERAL'S REPORT – Deputy Attorney General, Sophia Long informed the Board of a case from North Carolina involving the State Dental Examiners and Board Member exposure. Board members must act on behalf of the State not self-interest.

XI. BOARD MEMBER COMMENTS –

XII. PUBLIC COMMENTS – Jose Castillo, Jr. from the Association of Home Care Owners of Northern Nevada commented that his organization is willing to help new administrators to work

together to maintain high standards for the care of our residents. Mr. Castillo then voiced his concerns regarding unlicensed home from a safety standpoint.

Heather Korbolic brought up Assembly Bill #28 that requires that the State Ombudsman provide training on Person Center Care. Ms. Korbolic reported that this training will be provided quarterly.

XIII. TIME/DATE/LOCATION OF NEXT REGULAR QUARTERLY MEETING – The next meeting will be held on Thursday, October 29, 2015 at 9:00 a.m.

XIV. ADJOURNMENT – Meeting was adjourned at 10:45 am.

Respectfully submitted:

*Sandy Lampert*

Sandy Lampert  
Executive Director

Attested by:

*Terry Clodt*

Terry Clodt  
Secretary/Treasurer