BEFORE THE NEVADA STATE BOARD OF EXAMINERS

FOR LONG TERM CARE ADMINISTRATORS

In the Matter of the Complaint for Disciplinary Action Against RESPONDENT Nursing Facility Administrator for _____	)	Case No.

SETTLEMENT AGREEMENT AND ORDER

WHEREAS, as more fully addressed below, the NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS, ("BOARD"), and RESPONDENT ("RESPONDENT") hereby enter into this Settlement Agreement and Order 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 (License No.).
3. At all times relevant hereto, RESPONDENT was the Administrator of and as a result of such licensure, RESPONDENT'S 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. On or about, the State of Nevada, Division of Public and Behavioral Health ("DPBH") conducted a State Licensure grading re-survey and complaint investigation at the Facility. Based upon its investigation, on, DPBH issued its Statement of Deficiencies and Plan of Correction ("SOD") against the Facility. BOARD subsequently investigated the matter and determined that facts exist that substantiate violations of NRS ch. 654 and/or NAC ch. 654. In particular:

   a. RESPONDENT and/or the Facility for which the RESPONDENT was the administrator failed to ……all of which constitute violations of 449.156 to 449.27706, inclusive, and chapter 449 of NRS, thus violating NRS 654.190(1)(e) and NAC 654.164(1) and (2).

6. RESPONDENT acknowledges that information has been received by the BOARD or its agent, which constitutes sufficient grounds for the initiation of an administrative hearing.

7. 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

8. RESPONDENT admits that the conduct set forth in this Settlement Agreement constitutes a violation of NRS 654.190(1)(e) and NAC 654.164(1) and (2).

RESPONDENT enters this Settlement Agreement voluntarily, intentionally, and knowingly.

Public Record

9. RESPONDENT acknowledges that if approved by the BOARD, this settlement agreement and all associated documentation become a matter of public record.

Voluntary Waiver of Rights

10. RESPONDENT acknowledges that RESPONDENT could have retained legal counsel for advice related to this matter and Settlement Agreement and Order, but RESPONDENT chose not do so and, instead, represented herself in this matter.

11. No coercion has been exerted upon RESPONDENT, nor have any promises been made by the BOARD other than those reflected in this Settlement Agreement and Order. RESPONDENT freely and voluntarily entered into this Settlement Agreement and Order, motivated only by a desire to resolve the issues addressed herein. RESPONDENT has executed this Settlement Agreement and Order only after a careful reading of it and a full understanding of all its terms.

12. RESPONDENT is fully aware of RESPONDENT'S rights to contest the charges pending against her. These rights include: representation by an attorney at her own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against her, the right to present evidence on her own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on her own behalf, the right to receive written findings of fact and conclusions of law supporting the decision of the merits of the complaint and the right to obtain judicial review of the BOARD's decision.

13. RESPONDENT in exchange for the BOARD's approval of this settlement agreement

is voluntarily waving all of these rights.

Release from Liability

14. In execution of this settlement agreement, RESPONDENT for RESPONDENT, RESPONDENT'S executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the BOARD, the Nevada Attorney General, and Ling Ltd. and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever known and unknown, in law or equity, that RESPONDENT ever had, now has, may have or claim to have against any or all of the persons or entities names in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

Indemnification

15. RESPONDENT, for RESPONDENT, RESPONDENT'S heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the BOARD, the Nevada Attorney General's office, Ling Ltd. and each of their members, agents and employees in their individual and representative capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees against any persons entities as well as all liability, losses, and damages of any nature whatsoever that the persons and entities named in this paragraph shall have or may at any time sustain or suffer by reason of this investigation, this disciplinary action, this settlement or its administration.

Agreed Disciplinary Action

16. RESPONDENT'S license (License No.) shall be placed on Probation for a period of eighteen (18) months commencing the Effective Date of this Settlement Agreement and Order. The terms and conditions of the Probation shall include:

a. At any facility at which the RESPONDENT is the administrator, RESPONDENT shall not commit or allow any act or failure to act substantively similar to the acts that are the subject of the Settlement Agreement for eighteen (18) months immediately following the Effective Date of BOARD's Final Order. If the Board receives credible allegations that a violation(s) substantively similar to the present violation has occurred at a facility for which RESPONDENT is the administrator, RESPONDENT's license shall be immediately suspended until the RESPONDENT appears before the BOARD at the next available quarterly BOARD meeting. The purpose of RESPONDENT's appearance before the BOARD is to allow the BOARD to ascertain the facts and circumstances relating to the allegations or violations and whether the BOARD should impose additional discipline to further the health, safety, and welfare of the residents under RESPONDENT's care, which additional discipline might include, among other things, continuance of the suspension or revocation of RESPONDENT's license.

b. RESPONDENT shall complete 3 hours of a continuing education course that provides education on safe discharge; CE certificate to be provided by the BOARD within 30 days after the effective date of the BOARD's Final Order.

c. RESPONDENT shall pay the following monetary assessments:

   i. Legal/Administrative Costs - $500.00

   ii. Fine - $250.00

   iii. TOTAL ASSESSMENTS - $750.00

Payment is due in full within 30 days of the effective date of the BOARD's Final Order. If RESPONDENT is unable to pay the assessments herein within 30 days of the effective date of the BOARD's Final Order, RESPONDENT may negotiate a payment arrangement with the BOARD's Executive Director that is satisfactory and acceptable to the Executive Director.

17. RESPONDENT acknowledges that the BOARD has the legal power and authority to take action against RESPONDENT, 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 and Order have been complied with, and where RESPONDENT has failed to comply with any of the terms and conditions of this Settlement Agreement, the BOARD may take such action as it then deems necessary and appropriate to attain compliance, including, but not limited to, suspending RESPONDENT's license or taking other disciplinary action.

Approval by the BOARD

19. This Settlement Agreement and Order will not be submitted for BOARD consideration until after it has been agreed to and executed by the RESPONDENT.

20. This Settlement Agreement and Order shall not become effective until it has been approved by a majority of the BOARD and endorsed by a representative member of the BOARD.

21. It is hereby agreed between the parties that this Settlement Agreement and Order shall be presented to the BOARD with a recommendation for approval at the next regularly scheduled meeting of the BOARD.

22. RESPONDENT understands that the BOARD is free to accept or reject this

Settlement Agreement and Order and, if rejected by the BOARD, a formal disciplinary hearing on the complaint against RESPONDENT may be scheduled. The BOARD members who review this matter for approval of this Stipulation may be the same members who ultimately hear the disciplinary complaint if this settlement agreement is not approved by the BOARD.

23. RESPONDENT understands and agrees that BOARD staff and counsel for the BOARD will communicate directly with the adjudicating members of the BOARD during the meeting regarding this Settlement Agreement and Order without participation by RESPONDENT or her counsel should they chose to not appear at the meeting. In that communication, the adjudicating members of the BOARD will be provided with a copy of this Settlement Agreement and Order and all related documents including, but not limited to, complaints, preliminary investigations or prior disciplinary actions.

24. RESPONDENT hereby agrees to waive any rights RESPONDENT might have to challenge the impartiality of the BOARD to hear the disciplinary complaint, based on prior knowledge obtained by the BOARD through consideration of this Settlement Agreement and Order, if after review by the BOARD, this Settlement Agreement and Order is rejected.

25. If the BOARD does not approve this Settlement Agreement and Order, it shall be regarded as null and void. Admissions by RESPONDENT in this Settlement Agreement and Order will not be regarded as evidence against RESPONDENT at the subsequent disciplinary hearing. The RESPONDENT will be free to defend RESPONDENT and no inferences against RESPONDENT will be made from RESPONDENT'S willingness to have entered into this Settlement Agreement and

Order.

Complete Agreement

26. This Settlement Agreement and Order 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: _____

By: _____

Date: _____
NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS

By: _____
Jennifer Van Curen
Executive Director

ORDER

On the _____ day of _____, 2026, the Board met and considered the above Settlement Agreement and Order, and by a majority vote of the Board members present, the Board adopted the above Settlement Agreement and Order as the order of the Board in this matter.

IT IS SO ORDERED this _____ day of _____, 2026.

NEVADA STATE BOARD OF EXAMINERS OF LONG TERM CARE ADMINISTRATORS

By: _____