BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  
SUSAN MIKO, D.O.,  
License No. 1212,  

Respondent.  

Case Nos. AD1308002  
SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Ricardo Almaguer, D.O., hereby enters into this Settlement Agreement with Susan Miko, D.O. (License No. 1212). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be settled and resolved upon the following terms:

BACKGROUND

1. On September 25, 2008, the Board approved a Settlement Agreement and Order ("2008 SAO") negotiated by Dr. Miko and the Board’s then General Counsel Dianna Hegeduis. A Notice of Settlement regarding the 2008 Settlement Agreement was published on the Board’s website. Among the agreed disciplinary conditions was a condition that Dr. Miko would not write prescriptions for herself or family members.

STATEMENT OF AGREED FACTS

2. The Board commenced an investigation regarding Dr. Miko’s prescribing practices in August 2013. The investigation determined that Dr. Miko wrote prescriptions in March and May of 2013 for controlled substances for her parents. Specifically, prescriptions were written on March 15th, March 25th and May 29th, for a total of five prescriptions or refills. The investigation also determined that Dr. Miko wrote one prescription on June 22, 2013 for controlled substances for her husband.

3. All of these prescriptions were written for family members. The Board maintains, therefore, that each of the prescriptions were written in violation of paragraph C of the September 25, 2008 Settlement Agreement and Order.
4. Based upon the above facts, the parties desire and believe that it is in both their best interests to resolve this matter without a full hearing on the merits.

APPLICABLE LAW AND UNDERSTANDINGS

5. Dr. Miko understands and acknowledges that the conduct as stated in the preceding four paragraphs constitutes violations of the Nevada Revised Statutes (NRS) chapter 633 and the Nevada Administrative Code (NAC) chapter 633 and that she is subject to disciplinary action by the Board as a result of that conduct. In particular, the parties agree that Dr. Miko’s conduct as stated in the preceding four paragraphs constitutes violations of NRS 633.131(1)(k) (violation of the Board’s regulations), NRS 633.511(1) (unprofessional conduct), and NAC 633.350(1)(h) (failure to comply with a Board order).

Because of the parties’ agreement, the Board will not file a Notice of Charges in this matter and the parties agree, instead, that the Board should rule upon this Settlement Agreement and Order as containing all necessary elements of due process to authorize the Board to take such action. If the Board approves this Settlement Agreement and Order, it shall be deemed and considered disciplinary action by the Board against Dr. Miko.

6. Dr. Miko and Dr. Almaguer, the Investigating Board Member in this matter, agree that it is in the best interests of Dr. Miko and the Board to resolve this matter without a full hearing on the merits.

7. Dr. Miko is aware of, understands, and has been advised of the effect of this Settlement Agreement, which she has carefully read and fully acknowledged. Dr. Miko acknowledges that she reviewed this Settlement Agreement with and consulted with her legal counsel, Mr. John Bailey of Bailey Kennedy LLP, before entering into this Settlement Agreement.

8. Dr. Miko has freely and voluntarily entered into the Settlement Agreement, and she is aware of her 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 formally 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 testify on her own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to her pursuant the
provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Miko is voluntarily
waiving all these rights in exchange for the Board’s acceptance of this Settlement Agreement.

9. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation
to and consideration by the Board of such proposed Settlement Agreement or other documents or
matters pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally
prejudice the Board or any of its members from further participation, consideration, adjudication, or
resolution of these proceedings and that no Board member shall be disqualified or challenged for bias.

10. Dr. Miko acknowledges that the Settlement Agreement shall only become effective after
both the Board and she have duly executed it.

11. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
settlement agreement and order because Dr. Miko is an osteopathic physician licensed by the Board.
Dr. Miko expressly, knowingly, and intentionally waives the 21-day notice requirement contained in the
Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
presented to the Board for its consideration and potential ratification at the Board’s meeting on January
14, 2014.

AGREED DISCIPLINARY ACTION

THE PARTIES DO HEREBY AGREE as a result of the acknowledgements contained in
paragraphs 1 through 10 above that the following discipline is fair and appropriate and should be
imposed by the Board by way of resolution of this matter:

1. Dr. Miko shall pay the Board’s fees and costs incurred in the investigation and
prosecution of this matter totaling $2,000.00 by cashier’s or certified check or money order made
payable to: “Nevada State Board of Osteopathic Medicine.”

2. Dr. Miko shall pay a fine of $1000.00 by cashier’s or certified check or money order
made payable to: “Nevada State Board of Osteopathic Medicine.”

3. Dr. Miko may make payment arrangements with the Board’s Executive Director by
which payment of the fees and costs in paragraph #1 and the fine in paragraph #2 can be made over a
period of one year from the effective date of this Settlement Agreement and Order.
4. Dr. Miko shall meet with the Board or its representatives upon request and shall cooperate with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance with the terms and conditions of this order. Dr. Miko shall pay any and all reasonable and necessary costs incurred by the Board resultant from this paragraph.

5. In the event Dr. Miko fails to materially comply with any term of this Settlement Agreement, Dr. Miko agrees her osteopathic physician’s license in the State of Nevada shall be automatically suspended without any action of the Board other than the issuance of an Order of Suspension by the Executive Director. Should there be a dispute over whether Dr. Miko has failed to materially comply with any term of this Settlement Agreement, Dr. Miko shall be entitled to a hearing before the Board to determine whether suspension is warranted within 45 days of the issuance of the order of suspension. Otherwise, upon complying with the term, Dr. Miko’s osteopathic physician’s license in the State of Nevada will be automatically reinstated, assuming all other provisions of the Settlement Agreement are in compliance. Additionally, Dr. Miko’s failure to comply with any term or condition of this Settlement Agreement may result in further discipline by the Board, up to and potentially including revocation of her license. Board Staff may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If Board Staff is required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney’s fees and costs incurred in pursuing such judicial action.

Signed this 7 day of February, 2014.

Respondent Susan Miko

By Susan Miko, D.O., Respondent

Nevada State Board of Osteopathic Medicine

By Ricardo Almaguer, D.O.
Investigating Board Member
ORDER

WHEREAS, on February 11, 2014, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Susan Miko, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 11 day of February, 2014.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]

Ronald Hedger, D.O.
President
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

SUSAN MIKO, D.O.

License No. 1212,

RESPONDENT.

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of February, 2014, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, at their last known address on file with this Board.

Susan Miko, D.O.

John R. Bailey, Esq.
8984 Spanish Ridge Ave
Las Vegas, NV 89148
Attorney for Susan Miko, D.O.

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine