

**BEFORE THE HEALTH LICENSING OFFICE  
BOARD OF DIRECT ENTRY MIDWIFERY**

In the Matter of:	)	<b>SETTLEMENT</b>
	)	<b>AGREEMENT AND CONSENT</b>
<b>Cynthia Luxford,</b>	)	<b>ORDER</b>
	)	
<b>DEM-LD-594879</b>	)	
	)	File No. 12-6851
	)	
Respondent	)	

**1.**

The Health Licensing Office (*formerly* Oregon Health Licensing Agency) and the Board of Direct Entry Midwifery (Board) are responsible for licensing, regulating and disciplining Midwives in the State of Oregon.

The Board of Direct Entry Midwifery sent the attached Final Order on June 16, 2014. As of the date of this agreement, that Final Order is withdrawn as the Board and Respondent have agreed to resolve these matters on the terms below.

**2.**

The Board and the Respondent agrees to resolve these matters on the following terms:

- 1) At all relevant times, Cynthia Luxford (Respondent) held Direct Entry Midwifery license DEM-LD-594879 issued by the OHLA.
- 2) At all relevant times, Respondent was the owner and a Direct Entry Midwife at the Home Sweet Home Birth Center in Otis, Oregon.
- 3) At all relevant times, Respondent was the Home Sweet Home Birth Center midwife responsible for primary care of the Client, and explaining the general practices of the birth center, including which staff might be present for the birth, the Client's records and postpartum care.
- 4) On or about February 4, 2012, at approximately 8:45 p.m., the Client arrived at Home Sweet Home Birth Center for labor and birth.

4.1 The Respondent did not assess the fetal lie at that time.

5) At approximately 2:45 a.m., the Respondent discovered that the baby was in a Franks Breech Presentation.

6) At approximately 2:49 a.m., the Client was told her baby was breech and was moved to a birthing stool.

6.1 The Respondent did not transfer care of the Client at that time.

6.2 The Respondent did not consult with an Oregon licensed health care provider.

6.3 The Respondent did not discuss the non-absolute risk with the Client.

6.4 The Respondent did not obtain informed consent from the Client regarding the non-absolute risk.

7) The Client actively pushed for approximately one hour, twenty minutes from the point the breech was discovered, and the time that she gave birth.

7.1 The Respondent did not auscultate fetal heart tones from the point the breech was discovered at 2:45 a.m., to the time the Client gave birth at 4:06 a.m.

8) On or about February 5, 2012, at approximately 4:06 a.m., the Client gave birth.

8.1 At 4:07 a.m. Respirations were 0.

8.2 Fetal Heart Rate was 60.

9) At approximately 4:08 a.m. Emergency Medical Services were called.

10) At approximately 4:27 a.m. paramedics arrived at the birth center and assumed care of the baby.

11) At approximately 4:40 a.m. the baby was transported by ambulance to Samaritan North Lincoln Hospital. At the paramedic's request, the respondent went with the baby in the ambulance, leaving the Client in the care of two midwives in training. The Client had not yet delivered the placenta.

12) The Respondent provided Samaritan North Lincoln Hospital with a "Labor Progress, Events" chart, which the Respondent had falsified to show fetal heart tones, which she did not auscultate.

13) At approximate 4:43 a.m. the baby arrived at Samaritan North Lincoln Hospital in Lincoln City, OR and was later transported to Legacy Emanuel Medical Center in Portland Oregon and remained in NICU for 11 days.

14) At approximately 5:20 a.m. the Client was transported by private car to Samaritan North Lincoln Hospital where she delivered her placenta.

The Board makes, and the Respondent agrees to, the following conclusions of law:

- 1) By failing to transfer care of the Client or consult with an Oregon licensed health care provider, discuss the non-absolute risk and obtain informed consent from the Client when presented with an intrapartum non-absolute risk, the Respondent violated OAR 332-025-0021(4) and OAR 323-025-0022 (3)(b)(B), as a first time violator.
- 2) By failing to auscultate fetal heart tones for the approximately one hour, twenty minutes during second stage labor during active pushing, with an intrapartum non-absolute risk, the Respondent violated OAR 323-025-0022 (3)(b)(G), as a first time violator.
- 3) By falsifying labor charts she provided to Samaritan North Lincoln Hospital the Respondent engaged in unprofessional conduct violating ORS 676.612(2)(j), as a first time violator.

4.

Respondent and the Board desire to fully and finally resolve this matter and, pursuant to ORS 183.417(3)(a), agree as follows in full, final, and complete settlement of this matter:

- (a) The Consent Order below may be issued and entered.
- (b) The Board and Respondent agree that the sanction against Respondent is hereby ordered and the Respondent 1] is required to attend the Advance Life Support in Obstetrics (ALSO) within 6 months of the issuance of this Settlement Agreement and Consent Order. 2] Respondent is required to complete a Fetal Heart Monitoring course approved by the board within 12 months of the issuance of this Settlement Agreement and Consent Order. 3] Respondent is required to complete an Ethics course within 12 months of the issuance of this Settlement Agreement and Consent Order, is hereby imposed.
- (c) This Settlement Agreement and Stipulated Final Order will be submitted to the full Board for approval and is subject to and conditioned upon approval by the full Board. The Stipulated Final Order below, once issued by the Board, is a final order.
- (d) This Settlement Agreement and Consent Order is a public document and must be disclosed, published, and reported in accordance with the

requirements of ORS 671.010 to 671.220, OAR Chapter 806, and Oregon Public Records Law.

- (e) This Settlement Agreement and Consent Order in no way limits or prevents further remedies, sanctions, or actions which may be available to the Board under Oregon law for conduct or actions of Respondent not covered by this Settlement Agreement and Consent Order, or against a party not covered by this Settlement Agreement and Consent Order, or for Respondent's failure to comply with the terms of this Settlement Agreement and Consent Order. Respondent understands and agrees that the Board does not waive the right to sanction Respondent for any violations that have occurred prior or subsequent to execution of this Settlement Agreement and Consent Order, which are not, resolved by this Settlement Agreement and Consent Order. Further, Respondent agrees that the Board may consider the violations resolved by this Settlement Agreement and Consent Order.
- (f) Respondent has been fully advised of Respondent's rights to notice and a contested case hearing under the Oregon Administrative Procedures Act (ORS Chapter 183) and fully and finally waives any and all such rights and any rights to appeal or otherwise challenge this Settlement Agreement and Consent Order.
- (g) Respondent acknowledges by the signature below that Respondent has fully read this Settlement Agreement and Consent Order and understands it completely. Respondent acknowledges that, without any force or duress, he enters into this Settlement Agreement and consent to issuance and entry of this Consent Order below. Respondent states that no promises or representation has been made to induce him to sign this Settlement Agreement and agree to issuance and entry of the Consent Order below.
- (h) Once approved by the Board, this Settlement Agreement constitutes the entire agreement between the Board and Respondent. No waiver, consent, modification or change of terms of this Settlement Agreement shall bind the Board and Respondent unless in writing and signed by Respondent and approved by the Board. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Settlement Agreement.

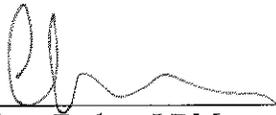
### **CONSENT ORDER**

- 1) Respondent is required to attend the Advance Life Support in Obstetrics (ALSO) within 6 months of the issuance of this Settlement Agreement and Consent Order.**

- 2) Respondent is required to complete a Fetal Heart Monitoring course approved by the board within 12 months of the issuance of this Settlement Agreement and Consent Order.
- 3) Respondent is required to complete an Ethics course within 12 months of the issuance of this Settlement Agreement and Consent Order.

**This is a Final Order**

IT IS SO ORDERED this 12 day of February 2015



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Colleen Forbes, LDM  
President, BOARD OF DIRECT ENTRY MIDWIFERY

IT IS SO STIPULATED:

Cynthia J. Luxford, LOM-CPM  
Cynthia Luxford, Respondent

1-14-2015  
Date