

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT
3 AGAINST
4 LAURENCE V. HICKS, D.O.,
5 RESPONDENT.

**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**
Case No.: MA0905046

OCT 05 2009

Filed: **FILED**
Dianna Hegeduis
Executive Director

6
7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board
11 Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the
12 Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Laurence V. Hicks, D.O.
13 ("Dr. Hicks") (collectively referred to as "the Parties").

14 **II. RECITALS**

15 As a preamble to this Agreement, the Parties agree to the following:

- 16
- 17 A. WHEREAS, the Board, through Investigative Board Member Milne, ascertained certain
18 information regarding a prior lawsuit filed against Dr. Hicks. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licensee.
- 21 B. WHEREAS, the Investigative Board Member alleged that Dr. Hicks failed to report a
22 lawsuit being filed in Idaho regarding a patient with the initials of K.G. **and** the
23 settlement thereof, and each such failure is a violation of NRS 633.527. Additionally,
24 the Investigative Board Member found that such information was not contained within
25 Dr. Hicks' renewal application for the year 2006, submitted in 2005.
- 26 C. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any
27 action for malpractice against the osteopathic physician not later than 45 days after the
28 osteopathic physician receives service of a summons and complaint for the action;
(b) any claim for malpractice against the osteopathic physician that is submitted to
arbitration or mediation not later than 45 days after the claim is submitted to arbitration
or mediation; (c) any settlement, award, judgment or other disposition or any action or
claim described in paragraphs (a) or (b) not later than 45 days after the settlement,
award, judgment or other disposition; and (d) any sanctions imposed against the
osteopathic physician that are reportable to the National Practitioner Data Bank not
later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should
the Board find "that an osteopathic physician has violated any provision of this section,
the Board may impose a fine of not more than \$5,000 against the osteopathic physician

for each violation, in addition to any other fines or penalties permitted by law.

(Emphasis added.) This statute was added to the law in 2003. By the use of the word "shall" by the Nevada State Legislature in this statute, the Legislature intended to mandatorily require all osteopathic physicians to report any of the four (4) events mentioned in the statute.

- D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false . . . statement . . . in applying for a license to practice osteopathic medicine or in applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary proceeding.
- E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a person reasonable attorney's fees and costs that are incurred by the regulatory body as part of its investigative, administrative and disciplinary proceedings against the person if the regulatory body" either enters a final order or enters into a settlement agreement.
- F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the Board to file a formal disciplinary complaint.
- G. WHEREAS, the parties understand that this Agreement will be signed by the respective parties and will then be offered to the Board for the entire Board's approval at the next Board meeting, with the recommendation of the Investigating Board Member that this matter be settled. The Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.
- H. WHEREAS, Dr. Hicks understands that the Board is free to accept or reject this Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed and a hearing scheduled on the same. The Board members who review this matter for approval of this Agreement may be the same members who ultimately hear the disciplinary complaint if this Agreement is not approved by the Board. Dr. Hicks hereby agrees to waive any rights he 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 Agreement, if after review by the Board, this Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded as null and void.
- I. WHEREAS, Dr. Hicks acknowledges that the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreement and Order have been met to the satisfaction of the Board.
- J. WHEREAS, Dr. Hicks acknowledges that the Board had a reasonable basis to believe that the statutes and/or regulations regulating the practice of Osteopathic Medicine in the State of Nevada may have been violated.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding and to save further costs and expenses, Dr. Hicks has elected to enter into this Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Hicks acknowledges that once accepted by the Board, this Agreement and all associated documentation become a matter of public record (with the exception of medical information related to the patient).
- M. WHEREAS, Dr. Hicks has had the opportunity to obtain the advice from competent counsel of his choice concerning the terms and conditions of this Agreement and the execution thereof. No coercion has been exerted upon Dr. Hicks, nor have any promises been made other than those reflected in this Agreement. Dr. Hicks freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues

1 addressed herein. Dr. Hicks has executed this Agreement only after a careful reading
2 of it and a full understanding of all its terms.

3 N. WHEREAS, Dr. Hicks is fully aware of his rights to contest the charges pending against
4 him. These rights include: representation by an attorney at his own expense, the right
5 to a public hearing on any charges or allegations filed, the right to confront and cross-
6 examine witnesses called to testify against him, the right to present evidence on his
7 own behalf, the right to compulsory process to secure the attendance of such
8 witnesses, the right to testify on his own behalf, the right to receive written findings of
9 fact and conclusions of law supporting the decision on the merits of the complaint and
10 the right to obtain judicial review of the Board's decision. Should the Board accept this
11 Agreement, Dr. Hicks voluntarily waives these rights.

12 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
13 of the State of Nevada.

14 P. WHEREAS, this Agreement and Order contains a complete description of the
15 agreement between the parties and it supersedes any previous agreements between
16 the parties. All material representations, understandings and promises of the parties
17 are contained in this Agreement. Any modifications must be set forth in writing, signed
18 by all the parties, and approved by the Board.

19 **III. TERMS OF THE AGREEMENT**

20 A. Dr. Hicks acknowledges that if the failure to report allegations and the false
21 information contained within the renewal application are true, then each such act is
22 a violation of NRS chapter 633 and discipline would be permissible under Nevada
23 law. In exchange for the Board not pursuing an administrative action and Dr. Hicks
24 not pursuing subsequent reviews by the appropriate appellate Courts, the parties
25 have agreed to resolve the current matter, and only this matter. Dr. Hicks will
26 henceforth insure that all lawsuits involving himself will be timely and accurately
27 reported to the Board, and the failure to do so may result in the Board bringing a
28 disciplinary action against the osteopathic medical license issued by the Board to
Dr. Hicks. If any lawsuit is not reported to the Board, such will be in violation of this
agreement as well as the applicable statutes.

B. Dr. Hicks agrees to pay the sum of Two Thousand Five Hundred Dollars
(\$2,500.00) as the fine imposed for having violated NRS 633.527(1) for the failure to
timely report the filing/service of the lawsuit **and** the failure to timely report the
settlement of the case, **and** the filing of the inaccurate license renewal application.
This sum **includes** all fees and costs incurred by the Board up to and including the
approval of this settlement agreement by the Board at its next scheduled board
meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be payable at the
time of the execution of this agreement.

C. Should Dr. Hicks fail to satisfy and pay the indebtedness of \$2,500.00 in a timely
manner as discussed herein, Dr. Hicks understands and agrees that he will be
considered in default of this Agreement, and this agreement will be null and void,
with the Respondent receiving credit for payments made to date. The Board may
take whatever action it deems appropriate, including but not limited to reducing the
balance to judgment pursuant to NRS chapter 353C.

D. The Respondent, Dr. Hicks, agrees to bear his own fees and costs, including the
fees and expenses of his own attorney(s) if applicable.

- 1 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
2 the parties hereto and their respective heirs, personal representatives, assigns and
3 successors in interest of each party.
- 4 F. This Agreement and Order shall be construed in accordance with the laws of the
5 State of Nevada.
- 6 G. This settlement agreement consists of five (5) pages and embodies the entire
7 agreement between the Board and the osteopathic physician. It may not be altered,
8 amended or modified without the express consent of the parties, and any
9 subsequent alteration, amendment, or modification shall be in writing and subject to
10 approval by the Board.
- 11 H. In consideration for the execution of this Agreement, Dr. Hicks hereby releases and
12 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
13 Nevada State Attorney General's Office, and each of their representatives,
14 investigators, and employees, in their individual and representative capacity
15 (collectively the State of Nevada Agencies) from any and all manner of actions,
16 causes of actions, suits, debts, judgments, executions, claims, and demands
17 whatsoever known or unknown, in law and in equity, that he may have had, now
18 has, may have had, or claim to have against any and all of the persons and entities
19 named in this paragraph arising out of, or by reason of, the investigation of the
20 allegations raised in this matter, including those noted in the administrative
21 complaint on file herein, and other matters relating thereto.
- 22 I. Dr. Hicks, for himself, his heirs, executors, administrators, successors and assigns,
23 hereby indemnifies and holds harmless the State of Nevada, the Nevada State
24 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of
25 their members, agents and employees in their individual and representative
26 capacities against any and all claims, suits, demands, actions, debts, damages,
27 costs, charges, and expenses, including court costs and attorney's fees against any
28 persons or entities as well as all liability, losses, and damages of any nature
whosoever 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.
- J. This document may be prepared in multiple counterparts. Each counterpart,
whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
shall be deemed an original hereof if executed by each of the Parties hereto.

LAURENCE V. HICKS, D.O.



Osteopathic Physician

Dated: 8/6/09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: C. Dean Milne

C. Dean Milne, D.O.,
Investigating Board Member-Vice
Chairman of the Board

Dated: 10-5-09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

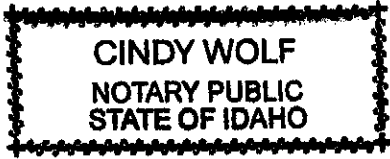
By: Dianna Hegeduis

Dianna Hegeduis, Executive Director -
Board Counsel

Dated: 8-18-09

ACKNOWLEDGEMENT

1 On this the 6th day of Aug., 2009, the said LAURENCE V. HICKS, D.O.,
2 personally appeared before me, a notary public, and signed the above document, freely and
3 voluntarily, under no duress.



4 *Cindy Wolf*
5 Notary Public

6 Residing at: Twin Falls, Idaho
7 Commission Expires: 01-04-2012

ORDER OF THE BOARD

8 IT IS SO ORDERED.

9 IT IS FURTHER ORDERED that should Dr. Hicks fail to comply with any terms or
10 conditions of this Agreement, Dr. Hicks will be in breach of this Agreement; and this
11 Agreement will be null and void. The Board may take whatever action it deems appropriate,
12 including but not limited to proceeding with the administrative action against Dr. Hicks. Should
13 this Agreement become null and void by Dr. Hicks' failure to comply with terms or conditions
14 of this Agreement, the Board may not only pursue an administrative action against Dr. Hicks,
15 but the Board may also seek the maximum fees, fines, and costs.
16

17 DATED this 5 day of OCT, 2009.

18 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

19 BY: *Dan Curtis*
20 Dr. Daniel Curtis, Chairman/President of the
21 Board