BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING

DAVID KENT, D.O., LIC. #1305,

Respondent.

CASE NO. MA 1004017

SETTLEMENT AGREEMENT AND ORDER

OCT 06 2010

FILED

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Rota Rosaschi, MPA, Investigative Board Member ("Ms. Rosaschi" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and David Kent, D.O. ("Dr. Kent") through his attorneys, Michael Stein, Esq. and Richard Gordon, Esq. (collectively referred to as "the Parties").

II. RECITALS

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

A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain information regarding litigation filed against Dr. Kent. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licensees.

B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows: (1) Re: patient "S.P." Suit was filed against the physician in December 2006 in Michigan and it was dismissed in December 2007, with no finding of liability against Dr. Kent and no money being paid on behalf of Dr. Kent. The IBM has alleged that the physician did not timely report the commencement or the dismissal of the lawsuit to the Board, i.e., within 45 days of the event. Additionally, the physician responded "no" to the questions about medical malpractice cases in the 2007 and 2008 renewal applications when the proper responses should have been "yes" because of the lawsuit. The IBM has alleged these are violations of NRS chapter 633.

C. WHEREAS, Respondent alleges that he was unaware of the statutory requirement to report such lawsuits when there is no finding of malpractice liability against the licensed physician.

D. WHEREAS, the parties have agreed to settle this matter, rather than requiring the Board to file a formal disciplinary complaint and/or prove their allegations.

E. 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.
F. WHEREAS, Dr. Kent understands that the Board is free to accept or reject this Agreement and, if rejected by the Board, a disciplinary complaint may be filed and a hearing scheduled. 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. Kent 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.

G. WHEREAS, Dr. Kent 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.

H. WHEREAS, Dr. Kent 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.

I. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding and to save further costs and expenses, Dr. Kent has elected to enter into this Agreement to resolve this matter, and this matter only.

J. WHEREAS, Dr. Kent 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 any patient).

K. WHEREAS, Dr. Kent 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. Kent, nor have any promises been made other than those reflected in this Agreement. Dr. Kent freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. Dr. Kent has executed this Agreement only after a careful reading of it and a full understanding of all its terms.

L. WHEREAS, Dr. Kent is fully aware of his rights to contest the charges pending against him. These rights include: representation by an attorney at his 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 him, the right to present evidence on his own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on his own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the complaint and the right to obtain judicial review of the Board's decision. Should the Board accept this Agreement, Dr. Kent voluntarily waives these rights.

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

III. TERMS OF THE AGREEMENT

A. In exchange for the Board not pursuing an administrative action on the non-reporting allegations or the inaccurate renewal applications/unprofessional conduct allegations, and Dr. Kent not pursuing subsequent reviews by the appropriate appellate Courts, the parties have agreed to resolve the current matter, and only this matter. Dr. Kent will henceforth insure that all malpractice lawsuits raising
direct allegations of professional negligence against Dr. Kent individually will be timely and accurately reported to the Board, regardless of the ultimate finding of liability, and the failure to do so may result in the Board bringing a disciplinary action against the osteopathic medical license issued by the Board to Dr. Kent for violation of the applicable statutes. ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED SOLELY TO RESOLVE THE NON-REPORTING ISSUE. The Board waives all other claims and/or allegations regarding any alleged inaccurate renewal applications.

B. Dr. Kent agrees to pay the sum of Five Hundred Dollars ($500.00) as an administrative fine. 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 upon execution of this agreement.

C. Should Dr. Kent fail to satisfy and pay the indebtedness of $500.00 in a timely manner as discussed herein, Dr. Kent 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. Kent, agrees to bear his own fees and costs, including the fees and expenses of his own attorney(s) if applicable.

E. This Agreement and Order shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, personal representatives, assigns and successors in interest of each party.

F. This Agreement and Order shall be construed in accordance with the laws of the State of Nevada.

G. This settlement agreement consists of five (5) pages and embodies the entire agreement between the Board and the osteopathic physician. It may not be altered, amended or modified without the express consent of the parties, and any subsequent alteration, amendment, or modification shall be in writing and subject to approval by the Board.

H. In consideration for the execution of this Agreement, Dr. Kent hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General's Office (as counsel for the Board), and each of their representatives, investigators, and employees, in their individual and representative capacity (collectively the State Agencies) from any and all manner of actions, causes of actions, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law and in equity, that he may have had, now has, may have had, or claim to have against any and all of the persons and entities named in this paragraph arising out of, or by reason of, the investigation of the allegations raised herein, and other matters relating thereto.

I. Dr. Kent, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the Attorney General's office 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 or 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 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.

K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and
intentionally waive the 21-working days notice requirement pursuant to Nevada’s
Open Meeting Laws and acknowledges that this Agreement shall be on the agenda
for the Board’s approval in the month of October, 2010 and that upon
payment of the fine mentioned above, an order of fulfillment will be scheduled for
approval by the Board in the month of November, 2010.

DAVID KENT, D.O.
By: Osteopathic Physician

SNELL & WILMER, L.L.P.
By: Richard C. Gordon, Esq., Bar #9036

Dated: 9-21-10

Dated: 9-22-10

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: Rota Rosaschi, MPA
Investigating Board Member

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: Diarna Hegeduis, Executive Director -
Board Counsel

Dated: 10-5-2010

ACKNOWLEDGEMENT

On this the 21st day of September, 2010, the said DAVID KENT,
D.O., personally appeared before me, a notary public, and signed the above document, freely
and voluntarily, under no duress.

Linda Ann Hornath
Notary Public, In and For the County of
Oakland, State of Michigan

LINDA ANN HORNATH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 12, 2016
ACTING IN COUNTY OF OAKLAND
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 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.

K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and
intentionally waive the 21-working days notice requirement pursuant to Nevada's
Open Meeting Laws and acknowledges that this Agreement shall be on the agenda
for the Board's approval in the month of ________________, 2010 and that upon
payment of the fine mentioned above, an order of fulfillment will be scheduled for
approval by the Board in the month of ________________, 2010.

DAVID KENT, D.O
By: ____________________________
Osteopathic Physician

SNELL & WILMER, L.L.P.
By: ____________________________
Richard C. Gordon, Esq., Bar #9036

Dated: 9-21-10 Dated: 9-22-10

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: ____________________________
Rota Rosaschi, MPA
Investigating Board Member

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: ____________________________
Dianna Hegeduis, Executive Director -
Board Counsel

Dated: 9-23-10 Dated: ________________

ACKNOWLEDGEMENT

On this the 21st day of September, 2010, the said DAVID KENT,
D.O., personally appeared before me, a notary public, and signed the above document, freely
and voluntarily, under no duress.

__________________________________________
Notary Public, In and For the County of

__________________________________________
State of Michigan
ORDER OF THE BOARD

IT IS SO ORDERED.

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

DATED this ______ day of October, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY:  Dr. Daniel K. Curtis, President of the Board
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING

DAVID KENT, D.O., LIC. #1305,

Respondent.

CASE NO. MA 1004017

NV STATE BOARD OF OSTEOPATHIC MEDICINE

OCT 06 2010

WRITTEN NOTICE OF ENTRY OF SETTLEMENT AGREEMENT & ORDER RE: SAME

PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has approved the settlement agreement in the above-referenced matter; and a copy of the agreement with order is attached.

DATED THIS ___ day of October, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By

Diana Hegeduis, Executive Director – Board Counsel
901 American Pacific Dr., # 180
Henderson, NV 89014

CERTIFICATE OF MAILING

I hereby certify that on the ___ day of October, 2010, I served a copy of the foregoing notice, with attached Settlement Agreement/Order, upon the respective parties to this matter by depositing a true copy thereof in the U.S. mail, addressed to them at their last known address on file with the Board, postage thereon prepaid.

An employee of the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE