

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER INVOLVING }

3 LEE LARIS, D.O., LIC. # 609 }

4 RESPONDENT. }

Case No.: MA1002013

**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

Filed:

MAY 05 2010

5 _____
6 **SETTLEMENT AGREEMENT AND ORDER**

FILED

7 **I. PARTIES**

8 This Settlement Agreement and Order ("Agreement and Order") is made by and
9 between Rota Rosaschi, M.P.A., Investigative Board Member ("Ms. Rosaschi" or "Investigative
10 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through
11 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Lee Laris, D.O. ("Dr.
12 Laris") (collectively referred to as "the Parties").

13
14 **II. RECITALS**

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

- 16 A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
- 17 information regarding litigation filed against Dr. Laris. The information was ascertained
- 18 as a result of the Board's staff due diligence in investigating its applicants/licensees.
- 19 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
- 20 (1) Re: patient "TMT." Suit was filed in February 2008, and it was settled in October
- 21 2009. The IBM has alleged that the physician did not report either of these events in a
- 22 timely manner. (2) Re: patient "FK." The IBM has alleged that the physician failed to
- 23 timely report the filing of the lawsuit in January 2007 and the settlement thereof in July
- 24 2007. Furthermore, the IBM alleges that the physician improperly/inaccurately
- 25 responded to the question about lawsuits in the renewal application for 2008, submitted
- 26 in 2008. (3) Re: patient "SE." The IBM has alleged that the physician failed to timely
- 27 report the filing of the lawsuit in September 2005 or the settlement thereof in January
- 28 2006. Furthermore, the IBM alleges that the physician failed to properly report this
- 29 lawsuit in the renewal application for 2006, submitted in November 2005. The IBM has
- 30 alleged all such non-reporting failures are violations of NRS chapter 633 as discussed
- hereinafter.
- C. NRS 633.527(1) states that a licensed "osteopathic physician **shall report** to the
- Board: (a) any action for malpractice against the osteopathic physician not later than 45
- days after the 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

1 any action or claim described in paragraphs (a) or (b) not later than 45 days after the
2 settlement, award, judgment or other disposition; and (d) any sanctions imposed
3 against the osteopathic physician that are reportable to the National Practitioner Data
4 Bank not later than 45 days after the sanctions are imposed. NRS 633.527(2) states
5 that should the Board find "that an osteopathic physician has violated any provision of
6 this section, **the Board may impose a fine of not more than \$5,000** against the
7 osteopathic physician **for each violation, in addition to any other fines or penalties**
8 **permitted by law.**" (Emphasis added.) This statute was added to the law in 2003. By
9 the use of the word "shall" by the Nevada State Legislature in this statute, the
10 Legislature intended to mandatorily require all osteopathic physicians to report any of
11 the four (4) events mentioned in the statute.

- 12 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a
13 false . . . statement . . . in applying for a license to practice osteopathic medicine or in
14 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
15 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
16 proceeding; and such discipline may include public reprimands, the suspension or
17 revocation of the license to practice osteopathic medicine in the State of Nevada, and
18 an assessment of a fine not to exceed \$5,000 per violation
- 19 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
20 person reasonable attorney's fees and costs that are incurred by the regulatory body as
21 part of its investigative, administrative and disciplinary proceedings against the person
22 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 23 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
24 Board to file a formal disciplinary complaint.
- 25 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
26 parties and will then be offered to the Board for it's approval at the next Board meeting,
27 with the recommendation of the Investigating Board Member that this matter be settled.
28 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. Laris understands that the Board is free to accept or reject this
Agreement and, if rejected by the Board, a formal disciplinary complaint may 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. Laris 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. Laris 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. Laris 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. Laris has elected to enter into this
Agreement to resolve this matter, and this matter only.

- 1 L. WHEREAS, Dr. Laris acknowledges that once accepted by the Board, this Agreement
2 and all associated documentation become a matter of public record (with the exception
3 of medical information related to the patient).
- 4 M. WHEREAS, Dr. Laris has had the opportunity to obtain the advice from competent
5 counsel of his choice concerning the terms and conditions of this Agreement and the
6 execution thereof. No coercion has been exerted upon Dr. Laris, nor have any
7 promises been made other than those reflected in this Agreement. Dr. Laris freely and
8 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
9 addressed herein. Dr. Laris has executed this Agreement only after a careful reading of
10 it and a full understanding of all its terms.
- 11 N. WHEREAS, Dr. Laris is fully aware of his rights to contest the charges pending against
12 him. These rights include: representation by an attorney at his own expense, the right
13 to a public hearing on any charges or allegations filed, the right to confront and cross-
14 examine witnesses called to testify against him, the right to present evidence on his
15 own behalf, the right to compulsory process to secure the attendance of such
16 witnesses, the right to testify on his own behalf, the right to receive written findings of
17 fact and conclusions of law supporting the decision on the merits of the complaint and
18 the right to obtain judicial review of the Board's decision. Should the Board accept this
19 Agreement, Dr. Laris voluntarily waives these rights.
- 20 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
21 of the State of Nevada.
- 22 P. WHEREAS, this Agreement and Order contains a complete description of the
23 agreement between the parties and it supersedes any previous agreements between
24 the parties. All material representations, understandings and promises of the parties
25 are contained in this Agreement. Any modifications must be set forth in writing, signed
26 by all the parties, and approved by the Board.

27 **III. TERMS OF THE AGREEMENT**

- 28 A. Dr. Laris acknowledges that the failure to report/inaccurate renewal applications
29 allegations are true, and each such act (failure to timely report and/or inaccurate
30 renewal applications) is a violation of NRS chapter 633 for which discipline is
permissible under Nevada law. In exchange for the Board not pursuing an
administrative action on the non-reporting allegations, and Dr. Laris not pursuing
subsequent reviews by the appropriate appellate Courts, the parties have agreed to
resolve the current matter, and only this matter. Dr. Laris will henceforth insure that
all lawsuits involving him will be timely and accurately reported to the Board, 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. Laris. If any lawsuit is not
reported to the Board, such will be in violation of this agreement as well as 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
FOR THE NON-REPORTING VIOLATIONS.**
- B. Dr. Laris agrees to pay the sum of One Thousand, Two Hundred, Fifty Dollars
(\$1,250.00) as the fine imposed for having violated NRS 633.527(1) for the failures
to report described above. 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

1 its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount
2 shall be paid upon execution of this agreement.

- 3 C. Should Dr. Laris fail to satisfy and pay the indebtedness of \$1,250.00 in a timely
4 manner as discussed herein, Dr. Laris understands and agrees that he will be
5 considered in default of this Agreement, and this agreement will be null and void,
6 with the Respondent receiving credit for payments made to date. The Board may
7 take whatever action it deems appropriate, including but not limited to reducing the
8 balance to judgment pursuant to NRS chapter 353C.
- 9 D. The Respondent, Dr. Laris, agrees to bear his own fees and costs, including the
10 fees and expenses of his own attorney(s) if applicable.
- 11 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
12 the parties hereto and their respective heirs, personal representatives, assigns and
13 successors in interest of each party.
- 14 F. This Agreement and Order shall be construed in accordance with the laws of the
15 State of Nevada.
- 16 G. This settlement agreement consists of six (6) pages and embodies the entire
17 agreement between the Board and the osteopathic physician. It may not be altered,
18 amended or modified without the express consent of the parties, and any
19 subsequent alteration, amendment, or modification shall be in writing and subject to
20 approval by the Board.
- 21 H. In consideration for the execution of this Agreement, Dr. Laris hereby releases and
22 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
23 Attorney General's Office (as counsel for the Board), and each of their
24 representatives, investigators, and employees, in their individual and representative
25 capacity (collectively the State of Nevada Agencies) from any and all manner of
26 actions, causes of actions, suits, debts, judgments, executions, claims, and
27 demands whatsoever known or unknown, in law and in equity, that he may have
28 had, now has, may have had, or claim to have against any and all of the persons
29 and entities named in this paragraph arising out of, or by reason of, the investigation
30 of the allegations raised in this matter, and other matters relating thereto.
- 31 I. Dr. Laris, for himself, his heirs, executors, administrators, successors and assigns,
32 hereby indemnifies and holds harmless the State of Nevada, the Nevada State
33 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of
34 their members, agents and employees in their individual and representative
35 capacities against any and all claims, suits, demands, actions, debts, damages,
36 costs, charges, and expenses, including court costs and attorney's fees against any
37 persons or entities as well as all liability, losses, and damages of any nature
38 whatsoever that the persons and entities named in this paragraph shall have or may
39 at any time sustain or suffer by reason of this investigation, this settlement or its
40 administration.
- 41 J. This document may be prepared in multiple counterparts. Each counterpart,
42 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
43 shall be deemed an original hereof if executed by each of the Parties hereto.

26

27

28

1
2
3
4 K. LASTLY, by executing this agreement, Respondent hereby expressly, knowingly,
5 and intentionally waive the 21-working days notice requirement pursuant to the
6 Open Meeting Laws and acknowledges that this Agreement shall be on the agenda
7 for the Board's approval in the month of May, 2010.

8 LEE LARIS, D.O.

9 By: Wlando
10 Osteopathic Physician

11 Dated: 4-7-10

12 NEVADA STATE BOARD OF
13 OSTEOPATHIC MEDICINE

14 NEVADA STATE BOARD OF
15 OSTEOPATHIC MEDICINE

16 BY: _____
17 Rota Rosaschi, M.P.A.
18 Investigating Board Member

19 By _____
20 Dianna Hegeduis, Executive Director -
21 Board Counsel

22 Dated: _____

23 Dated: _____

24 **ACKNOWLEDGEMENT**

25 On this the 7 day of April, 2010, the said LEE LARIS, D.O.,
26 personally appeared before me, a notary public, and signed the above document, freely and
27 voluntarily, under no duress.



30 Sarah Schwartz
Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Laris fail to comply with any terms or conditions of this Agreement, Dr. Laris will be in breach of this Agreement; and this Agreement

1 K. LASTLY, by executing this agreement, Respondent hereby expressly, knowingly,
2 and intentionally waive the 21-working days notice requirement pursuant to the
3 Open Meeting Laws and acknowledges that this Agreement shall be on the agenda
4 for the Board's approval in the month of May, 2010.

5 LEE LARIS, D.O.

6 By: _____
7 Osteopathic Physician

8 Dated: _____

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

11 BY: Rota Rosaschi
12 Rota Rosaschi, M.P.A.
13 Investigating Board Member

14 Dated: 4/9/10

15 NEVADA STATE BOARD OF
16 OSTEOPATHIC MEDICINE

17 By: Dianna Hegeduis
18 Dianna Hegeduis, Executive Director -
19 Board Counsel

20 Dated: 4-9-2010

21 **ACKNOWLEDGEMENT**

22 On this the _____ day of _____, 2010, the said LEE LARIS, D.O.,
23 personally appeared before me, a notary public, and signed the above document, freely and
24 voluntarily, under no duress.

25 _____
26 Notary Public

27 **ORDER OF THE BOARD**

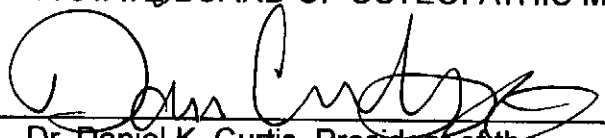
28 **IT IS SO ORDERED.**

IT IS FURTHER ORDERED that should Dr. Laris fail to comply with any terms or
conditions of this Agreement, Dr. Laris 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. Laris. Should
this Agreement become null and void by Dr. Laris's failure to comply with terms or conditions

1 will be null and void. The Board may take whatever action it deems appropriate, including but
2 not limited to proceeding with the administrative action against Dr. Laris. Should this
3 Agreement become null and void by Dr. Laris's failure to comply with terms or conditions of
4 this Agreement, the Board may not only pursue an administrative action against Dr. Laris, but
5 the Board may also seek the maximum fees, fines, and costs.

6 DATED this 4th day of May, 2010.

8 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

9 BY: 
10 Dr. Daniel K. Curtis, President of the
11 Board