

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

9 E. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
10 . . . statement . . . in applying for a license to practice osteopathic medicine or in
11 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
12 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
13 proceeding; and such discipline may include public reprimands, the suspension of the
14 license to practice osteopathic medicine in the State of Nevada, and even the
15 revocation of the license to practice osteopathic medicine in the State of Nevada.

16 F. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
17 person reasonable attorney's fees and costs that are incurred by the regulatory body
18 as part of its investigative, administrative and disciplinary proceedings against the
19 person if the regulatory body" either enters a final order or enters into a settlement
20 agreement.

21 G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
22 Board to file a formal disciplinary complaint regarding the failure to report and the
23 inaccurate/incomplete applications for renewal.

24 H. WHEREAS, the parties understand that this Agreement will be signed by the
25 respective parties and will then be offered to the Board for the entire Board's approval
26 at the next Board meeting, with the recommendation of the Investigating Board
27 Member that this matter be settled. The Agreement shall not become effective until it
28 has been approved by a majority of the Board and endorsed by a representative
member of the Board.

I. WHEREAS, Dr. Patel 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. Patel 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.

J. WHEREAS, Dr. Patel 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.

K. WHEREAS, Dr. Patel 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.

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

- 1 M. WHEREAS, Dr. Patel 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 a patient).
- 4 N. WHEREAS, Dr. Patel 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. Patel, nor have any
7 promises been made other than those reflected in this Agreement. Dr. Patel freely and
8 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
9 addressed herein. Dr. Patel has executed this Agreement only after a careful reading
10 of it and a full understanding of all its terms.
- 11 O. WHEREAS, Dr. Patel 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. Patel voluntarily waives these rights.
- 20 P. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
21 of the State of Nevada.
- 22 Q. 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. Patel acknowledges that the failure to report allegations pertaining to the three
different lawsuits and the inaccurate/incomplete information contained within the
renewal application are true, and **each** such act is a violation of NRS chapter 633
and discipline is permissible under Nevada law. In exchange for the Board not
pursuing an administrative action and Dr. Patel not pursuing subsequent reviews by
the appropriate appellate Courts, the parties have agreed to resolve the current
matter, and only the matters set forth herein as violations. Dr. Patel will henceforth
insure that all lawsuits involving himself 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. Patel. 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. Patel agrees to pay the sum of Six Thousand Dollars (\$6,000.00) as the fine
imposed for having violated NRS 633.527(1) for the failure to timely report the
filing/service of the three different lawsuits **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 in the amount of \$ _____ per month beginning on the ____ day of
_____, 2009, and such amount shall continue to be due thereafter on the ____
day of each month, until the full amount of Six Thousand Dollars is paid.

PAID
IN FULL
7-22-09
D. [Signature]

- 1 C. Should Dr. Patel fail to satisfy and pay the indebtedness of \$6,000.00 in a timely
2 manner as discussed herein, Dr. Patel understands and agrees that he will be
3 considered in default of this Agreement, and this agreement will be null and void,
4 with the Respondent receiving credit for payments made to date. The Board may
5 take whatever action it deems appropriate, including but not limited to reducing the
6 balance to judgment pursuant to NRS chapter 353C.
- 7 D. The Respondent, Dr. Patel, agrees to bear his own fees and costs, including the
8 fees and expenses of his own attorney(s) if applicable.
- 9 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
10 the parties hereto and their respective heirs, personal representatives, assigns and
11 successors in interest of each party.
- 12 F. This Agreement and Order shall be construed in accordance with the laws of the
13 State of Nevada.
- 14 G. This settlement agreement consists of six (6) pages and embodies the entire
15 agreement between the Board and the osteopathic physician. It may not be
16 altered, amended or modified without the express consent of the parties, and any
17 subsequent alteration, amendment, or modification shall be in writing and subject to
18 approval by the Board.
- 19 H. In consideration for the execution of this Agreement, Dr. Patel hereby releases and
20 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and
21 the Nevada State Attorney General's Office as counsel for the Board, and each of
22 their representatives, investigators, and employees, in their individual and
23 representative capacity (collectively the State of Nevada Agencies) from any and all
24 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
25 and demands whatsoever known or unknown, in law and in equity, that he may
26 have had, now has, may have had, or claim to have against any and all of the
27 persons and entities named in this paragraph arising out of, or by reason of, the
28 investigation of the allegations raised in this matter, including those noted in the
administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Patel, for himself, his heirs, executors, administrators, successors and assigns,
hereby indemnifies and holds harmless the State of Nevada, the Nevada State
Board of Osteopathic Medicine, the Nevada 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 disciplinary
action, this settlement or its administration.

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1 J. This document may be prepared in multiple counterparts. Each counterpart,
2 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
3 shall be deemed an original hereof if executed by each of the Parties hereto.

4 VIREN B. PATEL, D.O.

5 V. Patel
6 Osteopathic Physician
7 Dated: 7/20/09

8 NEVADA STATE BOARD OF
9 OSTEOPATHIC MEDICINE

10 BY: _____
11 Lisa Miller-Roche, D.O.,
12 Investigating Board Member
13 Dated: _____

14 NEVADA STATE BOARD OF
15 OSTEOPATHIC MEDICINE

16 By Dianna Hegeduis
17 Dianna Hegeduis, Executive Director -
18 Board Counsel
19 Dated: 7-22-09

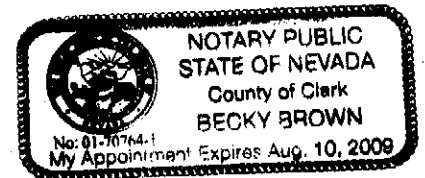
20 **ACKNOWLEDGEMENT**

21 On this the 20th day of July, 2009, the said VIREN B. PATEL, D.O.,
22 personally appeared before me, a notary public, and signed the above document, freely and
23 voluntarily, under no duress.

24 Becky Brown
25 Notary Public

26 **ORDER OF THE BOARD**

27 **IT IS SO ORDERED.**



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

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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.

VIREN B. PATEL, D.O.

V. Patel
Osteopathic Physician
Dated: 7/20/09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY Lisa Miller-Roche
Lisa Miller-Roche, ~~MD~~
Investigating Board Member
Dated: 7/23/09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By Dianna Hegedulis
Dianna Hegedulis, Executive Director -
Board Counsel
Dated: 7-22-09

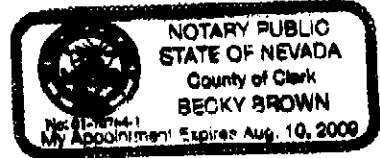
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Becky Brown
Notary Public

ORDER OF THE BOARD

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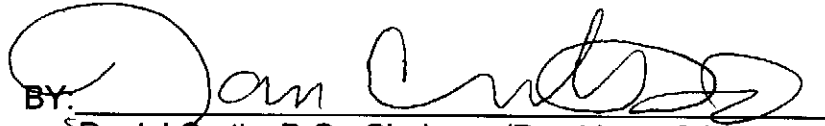
IT IS FURTHER ORDERED that should Dr. Patel fail to comply with any terms or conditions of this Agreement, Dr. Patel will be in breach of this Agreement; and this Agreement will be null and void. The Board may take whatever action it deems appropriate, including but not limited to proceeding with the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

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....

1 of this Agreement, the Board may not only pursue an administrative action against Dr. Patel,
2 but the Board may also seek the maximum fees, fines, and costs.

3 DATED this 4 day of August, 2009.

4 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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6 BY: 

7 Daniel Curtis, D.O., Chairman/President of the
8 Board