

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)

) CASE NO. MA 1003019

CONRAD ROBERSON, D.O., LIC. 1099,)

Respondent.)

NV STATE BOARD OF OSTEOPATHIC MEDICINE

JUN 16 2010

SETTLEMENT AGREEMENT AND ORDER

FILED

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Daniel K. Curtis, D.O., Investigative Board Member ("Dr. Curtis" 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 Conrad Roberson, D.O. ("Dr. Roberson") (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. Roberson. 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 "R.L." Suit was filed in Nevada in November 2005 and was settled-resolved on or about December 18, 2008. The physician did not timely report the commencement of the lawsuit or the dismissal of the lawsuit. Additionally, the physician did not note the commencement or the settlement of the lawsuit on the renewal applications for 2006 and 2009, respectively, but responded "no" to the question about the existence/status of malpractice actions. The IBM has alleged such acts violate NRS chapter 633 as discussed hereinafter.
- C. WHEREAS, 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 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**

Nevada State Board of Osteopathic Medicine
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1 **\$5,000** against the osteopathic physician **for each violation, in addition to any other**
2 **finest or penalties permitted by law.** (Emphasis added.) This statute was added to
3 the law in 2003. By the use of the word "shall" by the Nevada State Legislature in this
4 statute, the Legislature intended to mandatorily require all osteopathic physicians to
5 report any of the four (4) events mentioned in the statute.

- 6 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully
7 making a false . . . statement . . . in applying for a license to practice osteopathic
8 medicine or in applying for renewal of a license to practice osteopathic medicine."
9 E. WHEREAS, and pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for
10 initiating a formal disciplinary proceeding; and such discipline may include public
11 reprimands, the suspension or revocation of the license to practice osteopathic
12 medicine in the State of Nevada, and an assessment of a fine not to exceed \$5,000
13 per violation.
14 F. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
15 recover from a person reasonable attorney's fees and costs that are incurred by the
16 regulatory body as part of its investigative, administrative and disciplinary proceedings
17 against the person if the regulatory body" either enters a final order or enters into a
18 settlement agreement.
19 G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
20 Board to file a formal disciplinary complaint.
21 H. WHEREAS, the parties understand that this Agreement will be signed by the
22 respective parties and will then be offered to the Board for the entire Board's approval
23 at the next Board meeting, with the recommendation of the Investigating Board
24 Member that this matter be settled. The Agreement shall not become effective until it
25 has been approved by a majority of the Board and endorsed by a representative
26 member of the Board.
27 I. WHEREAS, Dr. Roberson understands that the Board is free to accept or reject this
28 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. Roberson
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. Roberson 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. Roberson 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. Roberson has elected to enter into this
Agreement to resolve this matter, and this matter only.
M. WHEREAS, Dr. Roberson 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).
N. WHEREAS, Dr. Roberson has had the opportunity to obtain the advice from competent
counsel of his choice concerning the terms and conditions of this Agreement and the

1 execution thereof. No coercion has been exerted upon Dr. Roberson, nor have any
2 promises been made other than those reflected in this Agreement. Dr. Roberson freely
3 and voluntarily entered into this agreement, motivated only by a desire to resolve the
4 issues addressed herein. Dr. Roberson has executed this Agreement only after a
5 careful reading of it and a full understanding of all its terms.

- 6 O. WHEREAS, Dr. Roberson is fully aware of his rights to contest the charges pending
7 against him. These rights include: representation by an attorney at his own expense,
8 the right to a public hearing on any charges or allegations filed, the right to confront
9 and cross-examine witnesses called to testify against him, the right to present evidence
10 on his own behalf, the right to compulsory process to secure the attendance of such
11 witnesses, the right to testify on his own behalf, the right to receive written findings of
12 fact and conclusions of law supporting the decision on the merits of the complaint and
13 the right to obtain judicial review of the Board's decision. Should the Board accept this
14 Agreement, Dr. Roberson voluntarily waives these rights.
- 15 P. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
16 of the State of Nevada.
- 17 Q. WHEREAS, this Agreement and Order contains a complete description of the
18 agreement between the parties and it supersedes any previous agreements between
19 the parties. All material representations, understandings and promises of the parties
20 are contained in this Agreement. Any modifications must be set forth in writing, signed
21 by all the parties, and approved by the Board.

22 III. TERMS OF THE AGREEMENT

- 23 A. Dr. Roberson acknowledges that the failure to report allegations are true, and each
24 such act (failure to timely report), along with the allegations that incorrect/inaccurate
25 information was provided in various renewal applications, are violations of NRS
26 chapter 633 for which discipline is permissible under Nevada law. In exchange for
27 the Board not pursuing an administrative action on either the non-reporting
28 allegations or the inaccurate renewal applications, and Dr. Roberson not pursuing
subsequent reviews by the appropriate appellate Courts, the parties have agreed to
resolve the current matter, and only this matter. Dr. Roberson 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. Roberson. 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 TO RESOLVE THE NON-
REPORTING ISSUE.** The Board hereby waives any claims or allegations with
respect to inaccurate/incorrect renewal applications.
- B. Dr. Roberson agrees to pay the sum of One Thousand Hundred Dollars (\$1,000.00)
as the fine imposed for having violated NRS chapter 633. 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 monthly installments of
\$250.00 each with the first payment being due on the _____ day of

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_____, 2010, and a like payment being due on the _____ day of
each month thereafter until said amount is paid in full.

- C. Should Dr. Roberson fail to satisfy and pay the indebtedness of \$1,000.00 in a timely manner as discussed herein, Dr. Roberson 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. Roberson, 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 six (6) 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. Roberson hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada State 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 of Nevada 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 in this matter, and other matters relating thereto.
- I. Dr. Roberson, 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 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.

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

7 CONRAD ROBERSON, D.O.

8 By: [Signature]
9 Osteopathic Physician

10 Dated: 6-2-10

11 NEVADA STATE BOARD OF
12 OSTEOPATHIC MEDICINE

13 NEVADA STATE BOARD OF
14 OSTEOPATHIC MEDICINE

15 BY: [Signature]
16 Daniel K. Curtis, D.O.
17 Investigating Board Member

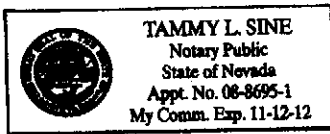
18 By: [Signature]
19 Diana Hegeduis, Executive Director -
20 Board Counsel

21 Dated: 6/10/10

22 Dated: 6-10-10

23 **ACKNOWLEDGEMENT**

24 On this the 2nd day of June, 2010, the said CONRAD
25 ROBERSON, D.O., personally appeared before me, a notary public, and signed the above
26 document, freely and voluntarily, under no duress.



27 [Signature]
28 Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Roberson fail to comply with any terms or
conditions of this Agreement, Dr. Roberson 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. Roberson.

1 Should this Agreement become null and void by Dr. Roberson's failure to comply with terms
2 or conditions of this Agreement, the Board may not only pursue an administrative action
3 against Dr. Roberson, but the Board may also seek the maximum fees, fines, and costs.

4 DATED this 15 day of June, 2010.

5 NEVADA STATE BOARD OF
6 OSTEOPATHIC MEDICINE

7
8 BY: _____

9 Dr. C. Dean Milne, Vice-President of the
10 Board

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FOR

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING

CONRAD ROBERSON, D.O., LIC. 1099,

Respondent.

CASE NO. MA 1003019 NV STATE BOARD OF OSTEOPATHIC MEDICINE

JUN 16 2010

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

FILED

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 16 day of June, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By Dianna Hegeduis

Dianna Hegeduis, Executive Director - Board Counsel

901 American Pacific Dr., # 180 Henderson, NV 89014

CERTIFICATE OF MAILING

I hereby certify that on the 16 day of June, 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.

Michelle Reno

An employee of the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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