

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE  
IN THE MATTER OF THE )  
COMPLAINT )  
AGAINST )  
RINAH SHOPNICK, D.O., LIC. #803, )  
RESPONDENT.

NV STATE BOARD OF  
OSTEOPATHIC MEDICINE

Case No.: MA0803017

OCT 05 2009

Filed:

**FILED**

  
Executive Director

**SETTLEMENT AGREEMENT AND ORDER**

**I. PARTIES**

This Settlement Agreement and Order ("Agreement and Order") is made by and between Lisa Miller-Roche, Investigative Board Member ("Ms. Miller-Roche" 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 Rinah Shopnick, D.O. ("Dr. Shopnick") (collectively referred to as "the Parties").

**II. RECITALS**

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

WHEREAS, the Board, through Investigative Board Member Miller-Roche, ascertained certain information regarding a prior lawsuit filed against Dr. Shopnick. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licensees.

WHEREAS, the Investigative Board Member alleged that Dr. Shopnick failed to timely report the filing of the lawsuit filed by patient, hereafter identified as "S.M." As of July 2009, the Board is under the impression that the lawsuit is ongoing at the current time. Additionally, Dr. Shopnick did not disclose the "S.M." case on her renewal application for 2008, submitted in 2007.

The failure to timely report the filing of the lawsuit is a violation of NRS 633.527(1).

NRS 633.527(1) states that an “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 \$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. 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; and such discipline may include public reprimands, the suspension of the license to practice osteopathic medicine in the State of Nevada, and even the revocation of the license to practice osteopathic medicine in the State of Nevada. 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.

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

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.

WHEREAS, Dr. Shopnick 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. Shopnick 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.

WHEREAS, Dr. Shopnick 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.

WHEREAS, Dr. Shopnick 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.

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

WHEREAS, Dr. Shopnick 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 a patient).

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

WHEREAS, Dr. Shopnick is fully aware of her rights to contest the charges pending against him. These rights include: representation by an attorney at her 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 her, the right to present evidence on her own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on her 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. Shopnick voluntarily waives these rights.

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

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**

Dr. Shopnick acknowledges that if the allegations pertaining to the failure to

report the lawsuit and the inaccurate/incomplete information contained within the renewal application are true then each such act would be a violation of NRS chapter 633 and discipline would be permissible under Nevada law. Dr. Shopnick did, however, provide notice to the Nevada State Board of Medical Examiners of the lawsuit, but not within the forty-five day requirement. In exchange for the Board not pursuing an administrative action and Dr. Shopnick 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. Shopnick will henceforth insure that all lawsuits involving herself 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. Shopnick. If any lawsuit is not reported to the Board, such will be in violation of this agreement as well as the applicable statutes.

Dr. Shopnick agrees to pay the sum of Seven Hundred Dollars (\$700.00) 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 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 Seven Hundred Dollars is paid.

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Should Dr. Shopnick fail to satisfy and pay the indebtedness of \$700.00 in a timely manner as discussed herein, Dr. Shopnick understands and agrees that she 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. The Respondent, Dr. Shopnick, agrees to bear her own fees and costs, including the fees and expenses of her own attorney(s) if applicable.

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.

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

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.

In consideration for the execution of this Agreement, Dr. Shopnick 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, including those noted in the administrative complaint on file herein, and other matters relating thereto.

Dr. Shopnick, 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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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.

RINAH SHOPNICK, D.O.

*R Shopnick*  
Osteopathic Physician  
Dated: 7/28/09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY : \_\_\_\_\_  
By Lisa Miller-Roche, D.O.,

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

*Dianna Hegeduis*  
Dianna Hegeduis, Executive Director  
8-4-09

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, including those noted in the administrative complaint on file herein, and other matters relating thereto.

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RINAL SHOPNICK, D.O.

*R. Shopnick*  
Osteopathic Physician  
Dated: 7/28/09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY  
By

*Lisa Miller-Roche*  
Lisa Miller-Roche, D.O.,

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

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Dianna Hegeduis, Executive Director

Investigating Board Member

Board Counsel

Dated: 7/31/09

Dated:

**ACKNOWLEDGEMENT**

On this the 28<sup>th</sup> day of July, 2009, the said RINAH SHOPNICK, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Marcelle S. Matheson  
Notary Public



**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

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

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of this Agreement, the Board may not only pursue an administrative action

Investigating Board Member

Board Counsel

Dated: \_\_\_\_\_

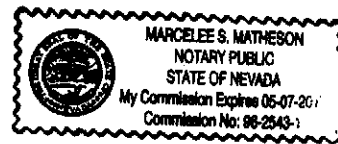
Dated:

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Marcelee S. Matheson  
Notary Public



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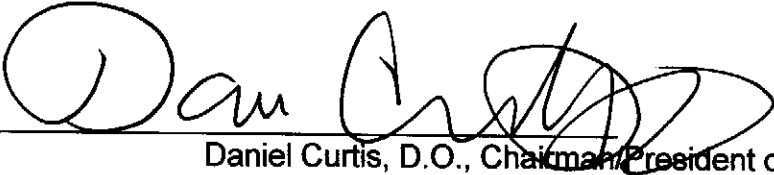
of this Agreement, the Board may not only pursue an administrative action



against Dr. Shopnick, but the Board may also seek the maximum fees, fines,  
and costs.

DATED this 5 day of Oct, 2009.

NEVADA STATE BOARD OF OSTEOPATHIC  
MEDICINE

BY:   
Daniel Curtis, D.O., Chairman/President of the  
Board

- PAGE 1 -

Nevada State Board of Osteopathic Medicine  
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