BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER INVOLVING

HARRY SIROUNIAN, D.O.,
License No. 613
RESPONDENT.

Case No.: MA1003001
Filed: NV STATE BOARD OF OSTEOPATHIC MEDICINE
AUG 04 2010

SETTLEMENT AGREEMENT AND ORDER

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 Harry Sirounian, D.O. ("Dr. Sirounian") (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. Sirounian. 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 "K.D." Suit was filed and served on Respondent in October 2004, in Phoenix, Arizona; and the case was settled in February 2007; both events were not timely reported to the Board pursuant to statute. The physician did note the settlement of the lawsuit in his renewal application for 2008, submitted in January 2008. The IBM has alleged all such 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 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.

D. 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 or 
revocation of the license to practice osteopathic medicine in the State of Nevada, and 
an assessment of a fine not to exceed $5,000 per violation.

E. 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.

F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the 
Board to file a formal disciplinary complaint.

G. WHEREAS, the parties understand that this Agreement will be signed by the respective 
parties and will be offered to the Board for the 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.

H. WHEREAS, Dr. Sirounian 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. Sirounian 
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. Sirounian 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. Sirounian 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. Sirounian has elected to enter into this 
Agreement to resolve this matter, and this matter only.

L. WHEREAS, Dr. Sirounian 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).

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

N. WHEREAS, Dr. Sirounian 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. Sirounian voluntarily waives these rights.

O. 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. Dr. Sirounian acknowledges that if the failure to report allegations is true, then each such act would be a violation of NRS chapter 633 for which discipline is permissible under Nevada law. In exchange for the Board not pursuing an administrative action, and Dr. Sirounian not pursuing subsequent reviews by the appropriate appellate Courts, the parties have agreed to resolve the current matter, and all issues related thereto. ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED BY THE BOARD; NOR IS THIS SETTLEMENT TO BE CONSIDERED A DISCIPLINARY ACTION. THE PARTIES HAVE SIMPLY AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-REPORTING OF THIS LAWSUIT -- SIMILAR TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR FAILURE TO REPORT A CHANGE OF ADDRESS.

B. Dr. Sirounian agrees to pay the sum of Five Hundred Dollars ($500.00) as the fine imposed for having violated NRS 633.527(1). This sum includes all fees and costs incurred by the Board up to and including the approval of this agreement by the Board at its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be payable at the time of the execution of this document.

C. Should Dr. Sirounian fail to satisfy and pay the indebtedness of $500.00 in a timely manner as discussed herein, Dr. Sirounian 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. Sirounian, 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 Nevada’s laws.
G. This 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 or modification shall be in writing and subject to approval by the Board.

H. In consideration for the execution of this Agreement, Dr. Sirounian hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General’s Office (as Board counsel), 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. Sirounian, 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 or this settlement.

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 _Aug____, 2010 and the order of fulfillment on the Board’s agenda for approval in _Sept____, 2010.

HARRY SIROUNIAN, D.O.

By: __________________________
Osteopathic Physician

Dated: 7/14/10

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: __________________________
Daniel K. Curtis, D.O.
Investigating Board Member

Dated: 8-3-10

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: __________________________
Diana Hegeduis, Executive Director -
Board Counsel

Dated: 7-21-10
ACKNOWLEDGEMENT

On this the 14th day of July, 2010, the said HARRY SIROUNIAN, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Randy W. Thompson
Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

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

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

DATED this 30th day of August, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY:

Dr. C. Dean Milne, Vice-President of the Board
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER INVOLVING
HARRY SIROUNIAN, D.O.,
License No. 613
RESPONDENT.

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WRITTEN NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an order, approving the settlement agreement in this matter was entered by the Board; and a file-stamped copy of the same is attached hereto.

DATED THIS 4th day of August, 2010.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By

Dianna Hegedus, Executive Director
Board Counsel
901 American Pacific Dr., # 180
Henderson, NV 89014

CERTIFICATE OF MAILING

I hereby certify that on the 4th day of August, 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