

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

KEVIN SLAUGHTER, D.O., Lic. # 973

RESPONDENT.

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

Filed: OCT 05 2009

FILED
Executive Director

SETTLEMENT AGREEMENT AND ORDER

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Rota Rosaschi, Investigative Board Member ("Ms. Rosaschi" 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 Kevin Slaughter, D.O. ("Dr. Slaughter") (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 Investigative Board Member Rosaschi, ascertained certain information regarding a lawsuit filed against Dr. Slaughter in November 2007. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licenses.
- B. WHEREAS, the Investigative Board Member alleged that Dr. Slaughter failed to timely report the filing of the lawsuit; however, he did timely report the settlement of the case. Additionally, the information about the filing of the lawsuit was not included in the renewal application for 2008, submitted in December 2007. The Investigative Board Member does acknowledge that the information regarding this lawsuit was in the 2009 renewal application, submitted to the Board in 2008.
- C. The failure to timely report the filing of the lawsuit is a violation of NRS 633.527(1).
- D. 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

Nevada State Board of Osteopathic Medicine
2860 E. Flamingo Rd., Suite D • Las Vegas, NV 89121-5270
(702) 732-2147

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 originally in 2002 and
6 revised in 2003. By the use of the word "shall" by the Nevada State Legislature in this
7 statute, the Legislature intended to mandatorily require all osteopathic physicians to
8 report any of the four (4) 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. Slaughter 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. Slaughter
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. Slaughter 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. Slaughter 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. Slaughter has elected to enter into this
Agreement to resolve this matter, and this matter only.

- 1 M. WHEREAS, Dr. Slaughter acknowledges that once accepted by the Board, this
2 Agreement and all associated documentation become a matter of public record (with
3 the exception of medical information related to the patient).
- 4 N. WHEREAS, Dr. Slaughter 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. Slaughter, nor have any
7 promises been made other than those reflected in this Agreement. Dr. Slaughter freely
8 and voluntarily entered into this agreement, motivated only by a desire to resolve the
9 issues addressed herein. Dr. Slaughter has executed this Agreement only after a
10 careful reading of it and a full understanding of all its terms.
- 11 O. WHEREAS, Dr. Slaughter is fully aware of his rights to contest the charges pending
12 against him. These rights include: representation by an attorney at his own expense,
13 the right to a public hearing on any charges or allegations filed, the right to confront
14 and cross-examine witnesses called to testify against him, the right to present evidence
15 on his 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. Slaughter 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.

16 **III. TERMS OF THE AGREEMENT**

- 17 A. Dr. Slaughter acknowledges that if the failure to report allegations pertaining to the
18 lawsuit and the inaccurate/incomplete information contained within the renewal
19 application were true, then **each** such act would be a violation of NRS chapter 633
20 and discipline would be permissible under Nevada law. In exchange for the Board
21 not pursuing an administrative action and Dr. Slaughter not pursuing subsequent
22 reviews by the appropriate appellate Courts, the parties have agreed to resolve the
23 current matter, and only this matter. Dr. Slaughter will henceforth insure that all
24 lawsuits involving himself will be timely and accurately reported to the Board, and
25 the failure to do so may result in the Board bringing a disciplinary action against the
26 osteopathic medical license issued by the Board to Dr. Slaughter. If any lawsuit is
27 not reported to the Board, such will be in violation of this agreement as well as the
28 applicable statutes.
- 24 B. Dr. Slaughter agrees to pay the sum of One Thousand Two Hundred Dollars
25 (\$1,200.00) as the fine imposed for having violated NRS 633.527(1) for the failure
26 to timely report the filing of the lawsuit, **and** the filing of the inaccurate license
27 renewal application. This sum **includes** all fees and costs incurred by the Board up
28 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 full upon execution of this agreement.
- C. The Respondent, Dr. Slaughter, agrees to bear his own fees and costs, including
the fees and expenses of his own attorney(s) if applicable.

- 1 D. This Agreement and Order shall inure to the benefit of and be binding upon each of
 2 the parties hereto and their respective heirs, personal representatives, assigns and
 3 successors in interest of each party.
 4 E. This Agreement and Order shall be construed in accordance with the laws of the
 5 State of Nevada.
 6 F. This settlement agreement consists of six (6) pages and embodies the entire
 7 agreement between the Board and the osteopathic physician. It may not be
 8 altered, amended or modified without the express consent of the parties, and any
 9 subsequent alteration, amendment, or modification shall be in writing and subject to
 10 approval by the Board.
 11 G. In consideration for the execution of this Agreement, Dr. Slaughter hereby releases
 12 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
 13 and the Nevada State Attorney General's Office as counsel for the Board, and each
 14 of their representatives, investigators, and employees, in their individual and
 15 representative capacity (collectively the State of Nevada Agencies) from any and all
 16 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
 17 and demands whatsoever known or unknown, in law and in equity, that he may
 18 have had, now has, may have had, or claim to have against any and all of the
 19 persons and entities named in this paragraph arising out of, or by reason of, the
 20 investigation of the allegations raised in this matter, including those noted in the
 21 administrative complaint on file herein, and other matters relating thereto.
 22 H. Dr. Slaughter, for himself, his heirs, executors, administrators, successors and
 23 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
 24 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
 25 each of their members, agents and employees in their individual and representative
 26 capacities against any and all claims, suits, demands, actions, debts, damages,
 27 costs, charges, and expenses, including court costs and attorney's fees against any
 28 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.
 I. 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.

KEVIN SLAUGHTER, D.O.

 Osteopathic Physician

Dated: _____

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

BY: Rota Rosaschi

Rota Rosaschi,
 Investigating Board Member

Dated: 8/20/09

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

By _____

Dianna Hegeduis, Executive Director -
 Board Counsel

Dated: _____

- 1 D. This Agreement and Order shall inure to the benefit of and be binding upon each of
 2 the parties hereto and their respective heirs, personal representatives, assigns and
 3 successors in interest of each party.
 4 E. This Agreement and Order shall be construed in accordance with the laws of the
 5 State of Nevada.
 6 F. This settlement agreement consists of ^{FIVE (5)} ~~six (6)~~ pages and embodies the entire
 7 agreement between the Board and the osteopathic physician. It may not be
 8 altered, amended or modified without the express consent of the parties, and any
 9 subsequent alteration, amendment, or modification shall be in writing and subject to
 10 approval by the Board.
 11 G. In consideration for the execution of this Agreement, Dr. Slaughter hereby releases
 12 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
 13 and the Nevada State Attorney General's Office as counsel for the Board, and each
 14 of their representatives, investigators, and employees, in their individual and
 15 representative capacity (collectively the State of Nevada Agencies) from any and all
 16 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
 17 and demands whatsoever known or unknown, in law and in equity, that he may
 18 have had, now has, may have had, or claim to have against any and all of the
 19 persons and entities named in this paragraph arising out of, or by reason of, the
 20 investigation of the allegations raised in this matter, including those noted in the
 21 administrative complaint on file herein, and other matters relating thereto.
 22 H. Dr. Slaughter, for himself, his heirs, executors, administrators, successors and
 23 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
 24 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
 25 each of their members, agents and employees in their individual and representative
 26 capacities against any and all claims, suits, demands, actions, debts, damages,
 27 costs, charges, and expenses, including court costs and attorney's fees against any
 28 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.
 I. 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.

KEVIN SLAUGHTER, D.O.



 Osteopathic Physician

Dated: 8/18/09

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

BY: _____

Rota Rosaschi,
 Investigating Board Member

Dated: _____

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

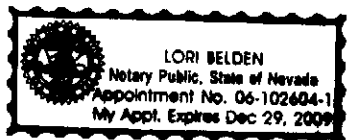
By 

Dianna Hegeduis, Executive Director -
 Board Counsel

Dated: 8-18-09

ACKNOWLEDGEMENT

On this the 18 day of August, 2009, the said KEVIN SLAUGHTER, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.



Lori Belden

Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Slaughter fail to comply with any terms or conditions of this Agreement, Dr. Slaughter 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. Slaughter. Should this Agreement become null and void by Dr. Slaughter's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Slaughter, 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*
Daniel Curtis, D.O. President-Chairman
Of the Board