

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING )

) CASE NO. MA 1007008

SANGEETA WAGNER, D.O., LIC. #1038, )

Respondent. )

NV STATE BOARD OF OSTEOPATHIC MEDICINE

SETTLEMENT AGREEMENT AND ORDER

SEP 08 2010

I. PARTIES

**FILED**

This Settlement Agreement and Order ("Agreement and Order") is made by and between Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" 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 Sangeeta Wagner, D.O. ("Dr. Wagner") (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. Wagner. 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 "W.C." Suit was filed against the physician in May, 2006 and settled was dismissed in February 2009. The IBM has alleged that the physician did not timely report the commencement or settlement of the lawsuit to the Board, i.e., within 45 days of the event. Additionally, the physician responded "no" to the questions about medical malpractice cases in the 2007 and 2010 renewal applications when the proper responses should have been "yes" because of the "W.C." lawsuit. The IBM has alleged these are violations of 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**

1        **\$5,000** against the osteopathic physician **for each violation, in addition to any other**  
2        **fines 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. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
7        . . . statement . . . in applying for a license to practice osteopathic medicine or in  
8        applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
9        633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
10       proceeding; and such discipline may include public reprimands, the suspension or  
11       revocation of the license to practice osteopathic medicine in the State of Nevada, and  
12       an assessment of a fine not to exceed \$5,000 per violation.
- 13       E. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may  
14       recover from a person reasonable attorney's fees and costs that are incurred by the  
15       regulatory body as part of its investigative, administrative and disciplinary proceedings  
16       against the person if the regulatory body" either enters a final order or enters into a  
17       settlement agreement.
- 18       F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
19       Board to file a formal disciplinary complaint.
- 20       G. WHEREAS, the parties understand that this Agreement will be signed by the  
21       respective parties and will then be offered to the Board for the entire Board's approval  
22       at the next Board meeting, with the recommendation of the Investigating Board  
23       Member that this matter be settled. The Agreement shall not become effective until it  
24       has been approved by a majority of the Board and endorsed by a representative  
25       member of the Board.
- 26       H. WHEREAS, Dr. Wagner understands that the Board is free to accept or reject this  
27       Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed  
28       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. Wagner  
hereby agrees to waive any rights she 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. Wagner 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. Wagner 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. Wagner has elected to enter into this  
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Wagner 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 any patient at issue).
- M. WHEREAS, Dr. Wagner has had the opportunity to obtain the advice from competent  
counsel of her choice concerning the terms and conditions of this Agreement and the  
execution thereof. No coercion has been exerted upon Dr. Wagner, nor have any

1 promises been made other than those reflected in this Agreement. Dr. Wagner freely  
2 and voluntarily entered into this agreement, motivated only by a desire to resolve the  
3 issues addressed herein. Dr. Wagner has executed this Agreement only after a  
4 careful reading of it and a full understanding of all its terms.

5 N. WHEREAS, Dr. Wagner is fully aware of her rights to contest the charges pending  
6 against him. These rights include: representation by an attorney at her own expense,  
7 the right to a public hearing on any charges or allegations filed, the right to confront  
8 and cross-examine witnesses called to testify against her, the right to present evidence  
9 on her own behalf, the right to compulsory process to secure the attendance of such  
10 witnesses, the right to testify on her own behalf, the right to receive written findings of  
11 fact and conclusions of law supporting the decision on the merits of the complaint and  
12 the right to obtain judicial review of the Board's decision. Should the Board accept this  
13 Agreement, Dr. Wagner voluntarily waives these rights.

14 O. WHEREAS, this Agreement and Order contains a complete description of the  
15 agreement between the parties and it supersedes any previous agreements between  
16 the parties. All material representations, understandings and promises of the parties  
17 are contained in this Agreement. Any modifications must be set forth in writing, signed  
18 by all the parties, and approved by the Board.

### 19 III. TERMS OF THE AGREEMENT

20 A. Dr. Wagner acknowledges that the failure to report allegations are true, and each  
21 such act is a violation of NRS chapter 633 for which discipline is permissible under  
22 Nevada law. In exchange for the Board not pursuing an administrative action on the  
23 non-reporting allegations or the inaccurate renewal applications/unprofessional  
24 conduct allegations, and Dr. Wagner not pursuing subsequent reviews by the  
25 appropriate appellate Courts, the parties have agreed to resolve the current matter,  
26 and only this matter. Dr. Wagner will henceforth insure that all lawsuits involving  
27 him will be timely and accurately reported to the Board, and the failure to do so may  
28 result in the Board bringing a disciplinary action against the osteopathic medical  
license issued by the Board to Dr. Wagner. 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 waives all other claims  
and/or allegations regarding renewal applications.

B. Dr. Wagner agrees to pay the sum of One Thousand 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 \_\_\_\_\_  
2010, and a like payment being due on the \_\_\_\_\_ day of each month thereafter  
until said amount is paid in full. *Pd full ck 0266*

C. Should Dr. Wagner fail to satisfy and pay the indebtedness of \$1,000.00 in a timely  
manner as discussed herein, Dr. Wagner 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

- 1 take whatever action it deems appropriate, including but not limited to reducing the  
2 balance to judgment pursuant to NRS chapter 353C.
- 3 D. The Respondent, Dr. Wagner, agrees to bear her own fees and costs, including the  
4 fees and expenses of her own attorney(s) if applicable.
- 5 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
6 the parties hereto and their respective heirs, personal representatives, assigns and  
7 successors in interest of each party.
- 8 F. This Agreement and Order shall be construed in accordance with the laws of the  
9 State of Nevada.
- 10 G. This settlement agreement consists of five (5) pages and embodies the entire  
11 agreement between the Board and the osteopathic physician. It may not be  
12 altered, amended or modified without the express consent of the parties, and any  
13 subsequent alteration, amendment, or modification shall be in writing and subject to  
14 approval by the Board.
- 15 H. In consideration for the execution of this Agreement, Dr. Wagner hereby releases  
16 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
17 and the Nevada Attorney General's Office (as counsel for the Board), and each of  
18 their representatives, investigators, and employees, in their individual and  
19 representative capacity (collectively the State Agencies) from any and all manner of  
20 actions, causes of actions, suits, debts, judgments, executions, claims, and  
21 demands whatsoever known or unknown, in law and in equity, that she may have  
22 had, now has, may have had, or claim to have against any and all of the persons  
23 and entities named in this paragraph arising out of, or by reason of, the  
24 investigation of the allegations raised herein, and other matters relating thereto.
- 25 I. Dr. Wagner, for herself, her heirs, executors, administrators, successors and  
26 assigns, hereby indemnifies and holds harmless the State of Nevada, the State  
27 Board of Osteopathic Medicine, the Attorney General's office and each of their  
28 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.
- 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 ~~August~~ Sept 2010 and that  
upon payment of the fine mentioned above, an order of fulfillment will be scheduled  
for approval by the Board in the month of ~~August~~ Oct 2010.

SANGEETA WAGNER, D.O.

By: Sangeeta Wagner D.O.  
Osteopathic Physician

Dated: 8/9/2010

1 NEVADA STATE BOARD OF  
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

3 BY: \_\_\_\_\_  
4 Paul Edwards, Esc.  
Investigating Board Member

By \_\_\_\_\_  
Dianna Hegeduis, Executive Director -  
Board Counsel

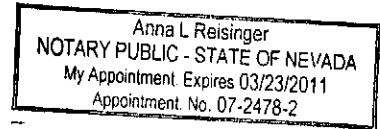
5 Dated: \_\_\_\_\_  
6

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

7 **ACKNOWLEDGEMENT**

8 On this the 9 day of August, 2010, the said SANGEETA  
9 WAGNER, D.O., personally appeared before me, a notary public, and signed the above  
10 document, freely and voluntarily, under no duress.

11 *Anna L. Reisinger*  
12 Notary Public



13 **ORDER OF THE BOARD**

14 **IT IS SO ORDERED.**

15 **IT IS FURTHER ORDERED** that should Dr. Wagner fail to comply with any terms or  
16 conditions of this Agreement, Dr. Wagner will be in breach of this Agreement; and this  
17 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
18 including but not limited to proceeding with the administrative action against Dr. Wagner.  
19 Should this Agreement become null and void by Dr. Wagner's failure to comply with terms or  
20 conditions of this Agreement, the Board may not only pursue an administrative action against  
21 Dr. Wagner, but the Board may also seek the maximum fees, fines, and costs.  
22  
23

24 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

25 NEVADA STATE BOARD OF  
26 OSTEOPATHIC MEDICINE

27 BY: \_\_\_\_\_  
28 Dr. Daniel K. Curtis, President of the Board

1 NEVADA STATE BOARD OF  
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

3 BY: *Paul Edwards*  
4 Paul Edwards, Esq.  
Investigating Board Member

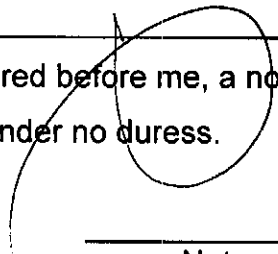
By *Dianna Hegeduis*  
Dianna Hegeduis, Executive Director -  
Board Counsel

5  
6 Dated: 8/17/10

Dated: 8-26-10

7  
8 **ACKNOWLEDGEMENT**

9 On this the \_\_\_\_ day of \_\_\_\_\_, 2010, the said SANGEETA  
10 WAGNER, D.O., personally appeared before me, a notary public, and signed the above  
11 document, freely and voluntarily, under no duress.



12 \_\_\_\_\_  
Notary Public

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

23  
24 DATED this 7 day of September, 2010.

25  
26 NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

27 BY: *Daniel K. Curtis*  
28 Dr. Daniel K. Curtis, President of the Board

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING )  
SANGEETA WAGNER, D.O., LIC. #1038, )  
Respondent. )

CASE NO. MA 1007008 NV STATE BOARD OF OSTEOPATHIC MEDICINE

SEP 08 2010

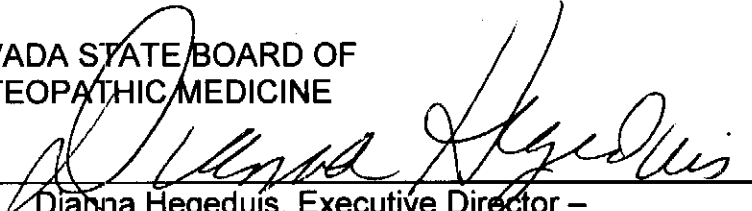
**FILED**

WRITTEN NOTICE OF ENTRY OF ORDER APPROVING SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that an order was entered regarding the Settlement Agreement in the above-referenced matter and a copy of the same is attached hereto.

DATED THIS 8th day of September, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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

CERTIFICATE OF MAILING

I hereby certify that on the 8th day of September, 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

Nevada State Board of Osteopathic Medicine  
901 American Pacific Drive Unit 180 • Henderson, NV 89014  
(702) 732-2147