

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)

) CASE NO. MA 1010007

BRUCE WANG, D.O., LIC. #1126,)

Respondent.)

NV STATE BOARD OF OSTEOPATHIC MEDICINE

SETTLEMENT AGREEMENT AND ORDER

JAN 12 2011

FILED

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Rota Rosaschi, M.P.A., 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 Bruce Wang, D.O. ("Dr. Wang") (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. Wang. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licenseses.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows: (1) Re: patient "J.G." Suit was filed against the physician and served in or about February-March 2010. The IBM has alleged that the physician did not timely report the commencement of the lawsuit to the Board, i.e., within 45 days of the event. The IBM has alleged this is a violation 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 \$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

- 1 statute, the Legislature intended to mandatorily require all osteopathic physicians to
2 report any of the four (4) events mentioned in the statute.
- 3 D. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
4 recover from a person reasonable attorney's fees and costs that are incurred by the
5 regulatory body as part of its investigative, administrative and disciplinary proceedings
6 against the person if the regulatory body" either enters a final order or enters into a
7 settlement agreement.
- 8 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
9 Board to file a formal disciplinary complaint and/or prove their allegations.
- 10 F. WHEREAS, the parties understand that this Agreement will be signed by the
11 respective parties and will then be offered to the Board for the entire Board's approval
12 at the next Board meeting, with the recommendation of the Investigating Board
13 Member that this matter be settled. The Agreement shall not become effective until it
14 has been approved by a majority of the Board and endorsed by a representative
15 member of the Board.
- 16 G. WHEREAS, Dr. Wang understands that the Board is free to accept or reject this
17 Agreement and, if rejected by the Board, a disciplinary complaint may be filed and a
18 hearing scheduled. The Board members who review this matter for approval of this
19 Agreement may be the same members who ultimately hear the disciplinary complaint if
20 this Agreement is not approved by the Board. Dr. Wang hereby agrees to waive any
21 rights he might have to challenge the impartiality of the Board to hear the disciplinary
22 complaint, based on prior knowledge obtained by the Board through consideration of
23 this Agreement, if after review by the Board, this Agreement is rejected. Furthermore, if
24 the Board does not accept the Agreement, it shall be regarded as null and void.
- 25 H. WHEREAS, Dr. Wang acknowledges that the Board will retain jurisdiction over this
26 matter until all terms and conditions set forth in this Agreement and Order have been
27 met to the satisfaction of the Board.
- 28 I. WHEREAS, Dr. Wang 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.
- J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Wang has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Wang 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).
- L. WHEREAS, Dr. Wang 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. Wang, nor have any
promises been made other than those reflected in this Agreement. Dr. Wang freely and
voluntarily entered into this agreement, motivated only by a desire to resolve the issues
addressed herein. Dr. Wang has executed this Agreement only after a careful reading
of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Wang 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

1 the right to obtain judicial review of the Board's decision. Should the Board accept this
2 Agreement, Dr. Wang voluntarily waives these rights.

3 N. WHEREAS, this Agreement and Order contains a complete description of the
4 agreement between the parties and it supersedes any previous agreements between
5 the parties. All material representations, understandings and promises of the parties
6 are contained in this Agreement. Any modifications must be set forth in writing, signed
7 by all the parties, and approved by the Board.

8 **III. TERMS OF THE AGREEMENT**

- 9 A. Dr. Wang acknowledges that the failure to report allegation is true, and such is a
10 violation of NRS chapter 633 for which discipline is permissible under Nevada law.
11 In exchange for the Board not pursuing an administrative action on the non-
12 reporting allegation, and Dr. Wang not pursuing subsequent reviews by the
13 appropriate appellate Courts, the parties have agreed to resolve the current matter,
14 and only this matter. Dr. Wang will henceforth insure that all lawsuits involving him
15 will be timely and accurately reported to the Board, and the failure to do so may
16 result in the Board bringing a disciplinary action against the osteopathic medical
17 license issued by the Board to Dr. Wang. If any lawsuit is not reported to the
18 Board, such will be in violation of this agreement as well as the applicable statutes.
19 **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO
20 HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT
21 BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY
22 AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED SOLELY TO
23 RESOLVE THE NON-REPORTING ISSUE.**
- 24 B. Dr. Wang agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) as the fine
25 imposed for having violated NRS chapter 633. This sum **includes** all fees and
26 costs incurred by the Board up to and including the approval of this settlement
27 agreement by the Board at its next scheduled board meeting pursuant to NAC
28 633.470(2)(b)(6). Such amount shall be payable as follows: the sum of \$ 250
is due on or before the 10TH day of DECEMBER, 2010 and a like payment
shall be due on the 10TH day of each month thereafter, until the amount of
\$250.00 is paid in full.
- C. Should Dr. Wang fail to satisfy and pay the indebtedness of \$250.00 in a timely
manner as discussed herein, Dr. Wang 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. Wang, 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 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, amendment, or modification shall be in writing and subject to approval by the Board.

- H. In consideration for the execution of this Agreement, Dr. Wang hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada 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 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 herein, and other matters relating thereto.
- I. Dr. Wang, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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.
- 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 ~~DECEMBER~~^{Jan}, 2011 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 ~~DECEMBER~~^{February}, 2011.

*Dd Full
ck 3237*

BRUCE WANG, D.O.

By: *Bruce Wang*
Osteopathic Physician

Dated: 12-16-2010

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: _____
Rota Rosaschi, M.P.A.
Investigating Board Member

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By _____
Dianna Hegeduis, Executive Director -
Board Counsel

Dated: _____

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- H. In consideration for the execution of this Agreement, Dr. Wang hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada 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 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 herein, and other matters relating thereto.
- I. Dr. Wang, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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.
- 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 January, 2011 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 February, 2011.

BRUCE WANG, D.O.

By: _____
Osteopathic Physician

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: Rota Rosaschi
Rota Rosaschi, M.P.A.
Investigating Board Member

Dated: 12/29/10

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

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

Dated: 1-11-11

ACKNOWLEDGEMENT

On this the 16 day of December, 2010, the said BRUCE WANG, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.



Maria L. Covarrubias
Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Wang fail to comply with any terms or conditions of this Agreement, Dr. Wang 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. Wang. Should this Agreement become null and void by Dr. Wang's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Wang, but the Board may also seek the maximum fees, fines, and costs.

DATED this 11 day of January, 2010.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: [Signature]
Dr. Daniel K. Curtis, President of the Board

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

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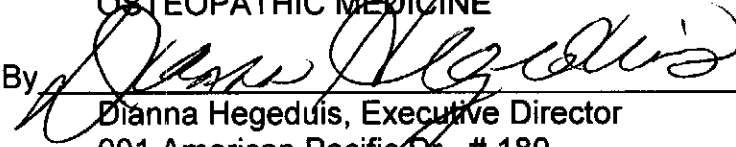
**WRITTEN NOTICE OF THE APPROVAL OF THE SETTLEMENT
AGREEMENT & ENTRY OF ORDER**

PLEASE TAKE NOTICE that the Board approved the settlement agreement entered into by the Respondent and the Board; and issued its order accordingly. A file-stamped copy of the same is attached hereto.

DATED THIS 12 day of January, 2011.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By



Dianna Hegeduis, Executive Director
901 American Pacific Dr., # 180
Henderson, NV 89014

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of January, 2011, I served a copy of the above document and order upon the Respondent, addressed to him/her at the last known address registered with the Board, postage thereon prepaid.



An employee of the NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE