

1                   **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN A MATTER INVOLVING                    )

3 REGINALD WORTMAN, D.O., LIC. NO.        )  
4 1089,    )

5 RESPONDENT.                                )

Case No.: MA1003008

Filed: **NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**

JUN 16 2010

6    **SETTLEMENT AGREEMENT AND ORDER**

**FILED**

7                   **I. PARTIES**

8                   This Settlement Agreement and Order ("Agreement and Order") is made by and  
9  
10 between Daniel K. Curtis, D.O., Investigative Board Member ("Dr. Curtis" or "Investigative  
11 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through  
12 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Reginald Wortman,  
13 D.O. ("Dr. Wortman") (collectively referred to as "the Parties").

14                   **II. RECITALS**

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

- 16                   A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
- 17                   information regarding litigation filed against Dr. Wortman. The information was
- 18                   ascertained as a result of the Board's staff due diligence in investigating its
- 19                   applicants/licenses.
- 20                   B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
- 21                   (1) Re: patient "JK." Suit was filed in Tennessee and it was dismissed on October 1,
- 22                   2007. The physician did not timely report the filing of the lawsuit or the dismissal
- 23                   thereof. Additionally, in response to the question about the status of malpractice cases
- 24                   in the 2008 renewal application, submitted in December 2007, physician responded
- 25                   "no" about the existence of lawsuits and the proper response would have been "yes"
- 26                   because of the "JK" lawsuit. (2) Re: minor patient "A.G." A lawsuit was filed in July
- 27                   2009, and not timely reported to the Board and the renewal application for the year
- 28                   2010, does not acknowledge this lawsuit. Dr. Wortman self-reported these events in
- April 2010. The IBM has alleged, however, that 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

1 settlement, award, judgment or other disposition; and (d) any sanctions imposed  
2 against the osteopathic physician that are reportable to the National Practitioner Data  
3 Bank not later than 45 days after the sanctions are imposed. NRS 633.527(2) states  
4 that should the Board find "that an osteopathic physician has violated any provision of  
5 this section, **the Board may impose a fine of not more than \$5,000** against the  
6 osteopathic physician **for each violation, in addition to any other fines or penalties**  
7 **permitted by law."** (Emphasis added.) This statute was added to the law in 2003.  
8 By the use of the word "shall" by the Nevada State Legislature in this statute, the  
9 Legislature intended to mandatorily require all osteopathic physicians to report any of  
10 the four (4) events mentioned in the statute.

- 11 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
12 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
13 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
14 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
15 proceeding; and such discipline may include public reprimands, the suspension or  
16 revocation of the license to practice osteopathic medicine in the State of Nevada, and  
17 an assessment of a fine not to exceed \$5,000 per violation.
- 18 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
19 person reasonable attorney's fees and costs that are incurred by the regulatory body  
20 as part of its investigative, administrative and disciplinary proceedings against the  
21 person if the regulatory body" either enters a final order or enters into a settlement  
22 agreement.
- 23 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
24 Board to file a formal disciplinary complaint.
- 25 G. WHEREAS, the parties understand that this Agreement will be signed by the  
26 respective parties and will then be offered to the Board for the entire Board's approval  
27 at the next Board meeting, with the recommendation of the Investigating Board  
28 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. Wortman 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. Wortman  
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. Wortman 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. Wortman 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. Wortman has elected to enter into this  
Agreement to resolve this matter, and this matter only.

- 1 L. WHEREAS, Dr. Wortman 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 M. WHEREAS, Dr. Wortman 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. Wortman, nor have any  
7 promises been made other than those reflected in this Agreement. Dr. Wortman freely  
8 and voluntarily entered into this agreement, motivated only by a desire to resolve the  
9 issues addressed herein. Dr. Wortman has executed this Agreement only after a  
10 careful reading of it and a full understanding of all its terms.  
11 N. WHEREAS, Dr. Wortman 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. Wortman voluntarily waives these rights.  
20 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
21 of the State of Nevada.  
22 P. 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.

### 27 III. TERMS OF THE AGREEMENT

- 28 A. Dr. Wortman acknowledges that the failure to report allegations are true, and each  
such act (failure to timely report and/or inaccurate information in renewal  
applications) is a violation of NRS chapter 633 for which discipline is permissible  
under Nevada law. In exchange for the Board not pursuing an administrative action  
on either the non-reporting allegations or the inaccurate information allegations,  
and Dr. Wortman not pursuing subsequent reviews by the appropriate appellate  
Courts, the parties have agreed to resolve the current matter, and only this matter.  
Dr. Wortman will henceforth insure that all lawsuits involving him 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. Wortman. 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 ISSUES, I.E., NOT FOR ANY ALLEGATIONS REGARDING  
UNPROFESSIONAL CONDUCT.**  
B. Dr. Wortman agrees to pay the sum of One thousand dollars (\$1,000.00) as the  
fine imposed for having violated NRS 633.527(1) for the failure to timely report the  
events of the lawsuit. This sum includes all fees and costs incurred by the Board

1 up to and including the approval of this settlement agreement by the Board at its  
2 next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount  
3 shall be payable in monthly installments of \$250.00 each with the first payment  
4 being due on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and a like payment  
5 being due on the \_\_\_\_\_ day of each month thereafter until said amount is paid in  
6 full. *pt full ck # 3378*

- 7 C. Should Dr. Wortman fail to satisfy and pay the indebtedness of \$1,000.00 in a  
8 timely manner as discussed herein, Dr. Wortman understands and agrees that he  
9 will be considered in default of this Agreement, and this agreement will be null and  
10 void, with the Respondent receiving credit for payments made to date. The Board  
11 may take whatever action it deems appropriate, including but not limited to reducing  
12 the balance to judgment pursuant to NRS chapter 353C.
- 13 D. The Respondent, Dr. Wortman, agrees to bear his own fees and costs, including  
14 the fees and expenses of his own attorney(s) if applicable.
- 15 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
16 the parties hereto and their respective heirs, personal representatives, assigns and  
17 successors in interest of each party.
- 18 F. This Agreement and Order shall be construed in accordance with the laws of the  
19 State of Nevada.
- 20 G. This settlement agreement consists of six (6) pages and embodies the entire  
21 agreement between the Board and the osteopathic physician. It may not be  
22 altered, amended or modified without the express consent of the parties, and any  
23 subsequent alteration, amendment, or modification shall be in writing and subject to  
24 approval by the Board.
- 25 H. In consideration for the execution of this Agreement, Dr. Wortman hereby releases  
26 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
27 and the Nevada State Attorney General's Office (as counsel for the Board), and  
28 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. Wortman, 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 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.

1 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly,  
2 knowingly, and intentionally waive the 21-working days notice requirement pursuant  
3 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on  
4 the agenda for the Board's approval in the month of April June,  
5 2010.

6 REGINALD WORTMAN, D.O.

7 By: Reginald Wortman  
8 Osteopathic Physician

9 Dated: 4/21/10

10 NEVADA STATE BOARD OF  
11 OSTEOPATHIC MEDICINE

12 BY: Daniel K. Curtis  
13 Daniel K. Curtis, D.O.  
14 Investigating Board Member

15 Dated: 6-10-10

16 NEVADA STATE BOARD OF  
17 OSTEOPATHIC MEDICINE

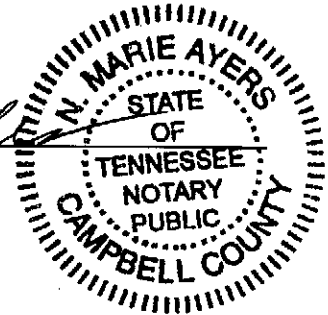
18 By: Dianna Hegeduis  
19 Dianna Hegeduis, Executive Director -  
20 Board Counsel

21 Dated: 6-10-10

22 **ACKNOWLEDGEMENT**

23 On this the 21<sup>st</sup> day of April, 2010, the said REGINALD  
24 WORTMAN, D.O., personally appeared before me, a notary public, and signed the above  
25 document, freely and voluntarily, under no duress.

26 N. Marie Ayers  
27 Notary Public



28 **ORDER OF THE BOARD**



IT IS SO ORDERED.

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

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

4 DATED this 15 day of June, 2010.

5 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

6  
7 BY:   
8 Dr. C. Dean Milne, Vice President of the  
9 Board 

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

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING

REGINALD WORTMAN, D.O., LIC. NO.  
1089,

RESPONDENT.

Case No.: MA1003008

NV STATE BOARD OF  
Filed OSTEOPATHIC MEDICINE

JUN 16 2010

WRITTEN NOTICE OF ENTRY OF SETTLEMENT AGREEMENT  
& ORDER RE: SAME

**FILED**

PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has approved the settlement agreement in the above-referenced matter; and a copy of the agreement with order is attached.

DATED THIS 16 day of June, 2010.

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

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

CERTIFICATE OF MAILING

I hereby certify that on the 16 day of June, 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.

*Michelle Romo*  
An employee of the NEVADA STATE BOARD  
OF OSTEOPATHIC MEDICINE