NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF
CHARLES TRAMMEL, D.O., LIC. # 879
RESPONDENT.

Case No.: AD0911004
Filed: SEP 08 2010

SETTLEMENT AGREEMENT AND ORDER FILED

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel, Dianna Hegeduis, Esq., and Charles Trammel, D.O. ("Dr. Trammel" or "Respondent") (collectively referred to as "the Parties").

II. RECITALS

As a preamble to this Agreement, the Parties agree to the following recital of the facts:

A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain information regarding various issues concerning Dr. Trammel, including but not limited to, loss of privileges at a Northeastern Nevada Regional Hospital in Elko, Nevada, effective October 26, 2009, due to patient care concerns, the failure to report a medical malpractice case, the failure to report a criminal matter, the abandonment of patients, the failure to provide patients with medical records, inaccurate/incorrect renewal applications, and failure to comply with an order of the Board. The information was ascertained as a result of the Board's staff due diligence in investigating its licensees.

B. WHEREAS, the Investigative Board Member ("IBM") has filed both an administrative complaint against Dr. Trammel as well as an amended complaint against Dr. Trammel, both documents setting forth more specifically the allegations against the said Dr. Trammel and the statutes alleged to have been violated.

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 statute, the Legislature intended to mandatorily require all osteopathic physicians to report any of the four (4) events mentioned in the statute. The IBM has alleged that Dr. Trammel violated this statute by failing to notify the Board of the loss of privileges at the Northeastern Nevada Regional Hospital and by failing to notify the Board of the medical malpractice case.

D. WHEREAS, 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.” The IBM has alleged that Dr. Trammel violated this statute on several occasions, including but not limited to, stating “no” to questions pertaining to criminal charges and the medical malpractice case when the correct responses should have been “yes.”

E. WHEREAS, the term “unprofessional conduct also includes: engaging in any conduct detrimental to the public health, safety or morals which does not constitute gross or repeated malpractice or professional incompetence and the failure of a licensee to make medical records of a patient available for inspection and copying as provided by NRS 629.061.

F. WHEREAS, NRS 633.511 states that it is grounds for discipline if an osteopathic physician terminates the medical care of a patient without adequate notice or without making other arrangements for the continued care and treatment of the patient.

G. WHEREAS, NAC 633.350(9) states that a licensee engages in “unethical conduct” if he engages in any conduct that the Board determines constitutes an unfitness to practice osteopathic medicine, abandons a patient, and fails to comply with an order of the Board.

H. WHEREAS, NAC 633.370 states that if a medical competency examination determines that a licensee is not competent to practice osteopathic medicine with reasonable skill and safety to patients, the Board will consider that determination to constitute a rebuttal presumption of professional incompetence with regard to the licensee.

I. WHEREAS, NRS 633.511(1) defines “unprofessional conduct” as a ground for initiating a formal disciplinary proceeding; and such discipline for “unprofessional conduct” may include public reprimands, the suspension or revocation of the license to practice osteopathic medicine in the State of Nevada, and a fine not to exceed $5,000 per violation.

J. WHEREAS, 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.

K. WHEREAS, the parties have agreed to settle this matter, rather than requiring the Board to continue with a formal disciplinary/administrative hearing

L. WHEREAS, the parties understand that this Agreement will be signed by the respective parties and will then be offered to the Board for the entire Board’s approval at the next Board meeting, with the recommendation of the Investigating Board Member that this matter be settled pursuant to the terms contained herein. 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.

M. WHEREAS, Dr. Trammel understands that the Board is free to accept or reject this Agreement and, if rejected by the Board, a formal disciplinary hearing will be
immediately scheduled. 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. Trammel hereby agree 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.

N. WHEREAS, Dr. Trammel 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.

O. WHEREAS, Dr. Trammel 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 have been violated.

P. WHEREAS, in order to resolve the matter prior to it proceeding to a formal disciplinary hearing and to save further costs and expenses, Dr. Trammel has elected to enter into this Agreement to resolve this matter, and this matter only.

Q. WHEREAS, Dr. Trammel 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 patients).

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

S. WHEREAS, Dr. Trammel 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. Trammel voluntarily waives these rights.

T. WHEREAS, this Agreement and Order shall be construed in accordance with the laws of the State of Nevada.

U. 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. Trammel acknowledges that the failure to report the final decision/loss of privileges at the Northeastern Nevada Region Hospital and the failure to report both the criminal issue and the medical malpractice issue allegations are true; and each
such act is a violation of NRS chapter 633 for which discipline is permissible under Nevada law.

B. Dr. Trammel acknowledges that the failure to comply with a Board order is true and is a violation of NRS and NAC chapters 633 for which discipline is permissible under Nevada law.

C. Dr. Trammel acknowledges that the allegations pertaining to the abandonment of patients, failing to provide patients with medical records, and the failure to accurately respond to questions within license renewal applications are true and are violations of Nevada law.

D. In exchange for the Board not pursuing an administrative action and formal disciplinary hearing on the Amended Complaint on file with the Board, and Dr. Trammel not pursuing subsequent reviews by the appropriate appellate Courts, the parties have agreed to resolve all aspects of the current matters as described in the Complaint, the Amended Complaint and this Agreement.

E. Dr. Trammel agrees to place his Nevada Osteopathic medicine license in inactive status and that he will not seek a full, unrestricted osteopathic medicine license from this Board until all recommendations of Palmetto and McDonald/Scripps at LaJolla have been satisfied. By going into an "inactive" status, such will allow Dr. Trammel the time and opportunity to satisfy any such requirements.

F. Dr. Trammel agrees to pay the sum of Five Thousand Dollars ($5,000.00) as the fine imposed for having violated NRS and NAC chapters 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 at the monthly rate of One Hundred, Fifty Dollars ($150.00) per month beginning on the 1st day of February, 2011, and shall continue to be due on the first day of each month thereafter until paid in full. The sum of $5,000.00 should be paid in full prior to the return of Dr. Trammel's full, unrestricted osteopathic medicine license.

G. Dr. Trammel understands that failure to comply with any portion of this agreement, including the payment plan set forth above, may result in further administrative action being filed and/or taken against the said Dr. Charles Trammel.

H. The Respondent, Dr. Trammel, agrees to bear his own fees and costs, including the fees and expenses of his own attorney(s) if applicable.

I. 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.

J. This Agreement and Order shall be construed in accordance with the laws of the State of Nevada.

K. This settlement agreement consists of six (6) 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.

L. In consideration for the execution of this Agreement, Dr. Trammel hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the State 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
raised in this matter, and other matters relating thereto.

M. Dr. Trammel, 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.

N. 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.

O. 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 September 2010.

DATED this 28 day of July 2010.

CHARLES TRAMMEL, D.O.

By

1948 Raedel Ct.
San Diego, CA 92154

and

DATED this 28 day of July 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By: C. Dean Milne, D.O., Vice-President of the Board

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By: Djanna Hegeduis, #5616 Board Counsel

ACKNOWLEDGEMENT

On this the day of ________, 2010, the said Charles Trammel, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.
State of California  
County of ______SAN DIEGO_____

On ______JULY 28, 2010____ before me, ___KARLA P. MAGANA, NOTARY PUBLIC____

(insert name and title of the officer)

personally appeared ______Charles Lee Trammel____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal:

__________

Signature ______(Seal)____

[Notary Public Stamp]
had, now has, may have had, or claim to have against any and all of the persons and entities named herein arising out of, or by reason of, the investigation of the allegations raised in this matter, and other matters relating thereto.

M. Dr. Trammel, 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.

N. 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.

O. 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 __________, 2010.

DATED this ______ day of ________________, 2010.

CHARLES TRAMMEL, D.O.

By ____________________________

1948 Raedel Ct.
San Diego, CA 92154

and

DATED this _______ day of ________________, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By: ____________________________

C. Dean Milne, D.O., Vice-President of the Board

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By: ____________________________

Dianna Hegeduis, #5816
Board Counsel

ACKNOWLEDGEMENT

On this the ______ day of ________________, 2010, the said Charles Trammel, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

______________________________
Notary Public
ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Trammel fail to comply with any terms or conditions of this Agreement, Dr. Trammel 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. Trammel and/or reducing any amounts due and owing to judgment for purposes of collection. Should this Agreement become null and void by Dr. Trammel’s failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Trammel, but the Board may also seek the maximum fees, fines, and costs for the investigation and prosecution of the underlying case as well as the maximum fees, fines, and costs for the failure to comply with this Agreement and Order.

DATED this _ _ day of ___Y___, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: ___________________________ Paul Kalakas, D.O., Secretary-Treasure of the Board

901 American Pacific Drive, Unit 180, Henderson, NV 89014
(702) 722-2474
NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF

CHARLES TRAMMEL, D.O., LIC. # 879
RESPONDENT.

Case No.: AD0911004
Filed:

WRITTEN NOTICE OF ENTRY OF ORDER
APPROVING SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that the settlement agreement entered into by the Respondent and the Investigative Board Member has been approved by the Board; and a file-stamped copy of the same is attached hereto.

DATED this 8th day of September, 2010.

By: ____________________________
Dianna Hegeduis, # 5616
Board Counsel
901 American Pacific Dr., # 180
Henderson, NV 89014

CERTIFICATE OF MAILING / PROOF OF SERVICE

On the 8th day of September, 2010, I served a copy of the above document with attachment upon Charles Trammel, D.O., at his last known addresses of:

Charles Trammel, D.O.
Primary Family Care
1995 Errecart Blvd., #208
Elko, NV 89801

Charles Trammel, D.O.
1948 Raedel Ct
San Diego, CA 92154

by placing said document in the U.S. mail, postage thereon prepaid, and such service is pursuant to the provisions of NRS and NAC chapters 633.

An employee of the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE