

- 1 G. WHEREAS, Case AD0903020, one of the five (5) original complaints filed, was
2 dismissed with prejudice by the Board on April 9, 2009.
- 3 H. WHEREAS, the Hearing on Case AD0903017 was scheduled for May 15, 2009
4 and an Answer to that Complaint was filed by Dr. Wu on April 8, 2009.
- 5 I. WHEREAS, the Board was not aware when the Complaint was filed, that Dr. Wu
6 had participated in the University of California, San Diego Physician Assessment
7 and Clinical Education ("PACE") Program Phase I and Phase II for evaluation, or
8 the Mayo Clinic, Scottsdale, Arizona course titled, "Minimally Invasive
9 Laparoscopic Colectomy Surgery Series 2008" in September 2008, or the
10 American College of Surgeons Annual Clinical Congress in October 2008, or the
11 PACE Medical Record Keeping course in November 2007, or that Dr. Wu had
12 completed extensive remediation including proctoring of seventy-nine (79)
13 surgical cases and continuing medical education courses.
- 14 J. WHEREAS, the Parties have agreed to settle this matter and if approved by the
15 Board, the remainder of the Hearings will be cancelled.
- 16 K. WHEREAS, the Parties understand that this Agreement will be signed by the
17 respective parties and will then be offered to the Board for the entire Board's
18 approval at the next Board meeting, with the recommendation of the Investigating
19 Board Member that this matter be settled. The Agreement shall not become
20 effective until it has been approved by a majority of the Board and endorsed by a
21 representative member of the Board.
- 22 L. WHEREAS, Dr. Wu understands that the Board is free to accept or reject this
23 Agreement and, if rejected by the Board, a formal disciplinary hearing on the
24 Complaint against Dr. Wu will remain as scheduled. The Board members who
25 review this matter for approval of this Agreement may be the same members
26 who ultimately hear the disciplinary complaint if this Agreement is not approved
27 by the Board. Dr. Wu hereby agrees to waive any rights he might have to
28 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.
- M. WHEREAS, Dr. Wu 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.
- N. WHEREAS, Dr. Wu 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. He agrees to abide by
all rules governing the practice of osteopathic medicine in Nevada.
- O. WHEREAS, in order to resolve the matter of disciplinary proceedings and to save
further costs and expenses, Dr. Wu has elected to enter into this Agreement.
- P. WHEREAS, Dr. Wu acknowledges that once accepted by the Board, this
Agreement and all associated documentation become a matter of public record,
with the exception of Dr. Wu's Confidential Settlement Agreement with Desert
Springs Hospital Medical Center and associated peer review material in the
Board's possession, for which Dr. Wu has not waived the privilege under NRS

1 49.121, which will remain sealed pursuant to the Order of the Hearing Officer
2 assigned to the Complaint.

- 3 Q. WHEREAS, Dr. Wu has had the opportunity to obtain the advice from competent
4 counsel of his choice concerning the terms and conditions of this Agreement and
5 the execution thereof. No coercion has been exerted upon Dr. Wu, nor have any
6 promises been made other than those reflected in this Agreement. Dr. Wu freely
7 and voluntarily entered into this agreement, motivated only by a desire to resolve
8 the issues addressed herein. Dr. Wu has executed this Agreement only after a
9 careful reading of it and a full understanding of all its terms.
- 10 R. WHEREAS, Dr. Wu is fully aware of his rights to contest the charges pending
11 against him. These rights include: representation by an attorney(s) at his own
12 expense, the right to a public hearing on any charges or allegations filed, the
13 right to confront and cross-examine witnesses called to testify against him, the
14 right to present evidence on his own behalf, the right to compulsory process to
15 secure the attendance of such witnesses, the right to testify on his own behalf,
16 the right to receive written findings of fact and conclusions of law supporting the
17 decision on the merits of the complaint and the right to obtain judicial review of
18 the Board's decision. Should the Board accept this Agreement, Dr. Wu voluntarily
19 waives these rights.
- 20 S. WHEREAS, this Agreement and Order shall be construed in accordance with the
21 laws of the State of Nevada.
- 22 T. WHEREAS, this Agreement and Order contains a complete description of the
23 agreement between the Parties and it supersedes any previous agreements
24 between the Parties. All material representations, understandings and promises
25 of the Parties are contained in this Agreement. Any modifications must be set
26 forth in writing, signed by all the Parties, and approved by the Board.

27 **III. TERMS OF THE AGREEMENT**

- 28 A. Dr. Wu will accept a letter of public reprimand, in the form attached, relating to
Complaint AD0903018, for an admission of surgical error, a violation of NRS
633.131(1)(f)(2).
- B. Dr. Wu shall participate in an assessment of his skills by the Texas A&M
Knowledge Skills Training Assessment and Research ("KSTAR") physician
evaluation program, the Drexel University College of Medicine Assessment
Program, or such other program that is mutually agreed upon, sanctioned by
the Federation of State Medical Boards, and equipped to assess a surgeon's
skills. Each program referenced in this section shall be referred to as an
"Assessment."
- C. The Parties will agree upon the submission of documents to the Assessment,
which shall include but not be limited to the following:
- i. The Board Complaints, Dr. Wu's answers to such Complaints to
date, closing briefs in matter AD0903016, including
correspondence from Dr. Wu's counsel related to additional training
of Dr. Wu since June 2007;
 - ii. The results of Dr. Wu's evaluation at the PACE program;
 - iii. The proctoring evaluations; and

1 iv. The hearing transcript in AD0903016.

2 Further, the Board and its counsel agree not to influence or discuss with the
3 Assessment program directors to find any specific outcome. Dr. Wu's counsel
4 agrees not to influence or discuss with the Assessment program directors to
5 find any specific outcome.

6 D. Dr. Wu will follow and comply with any recommended terms of the result of
7 the Assessment. If the Assessment results in no recommendation of
8 remediation for Dr. Wu, the Board agrees to abide by such recommendation.

9 E. In addition to any recommended remediation by the Assessment, Dr. Wu
10 shall participate in the following:

11 a. Society of American Gastrointestinal and Endoscopic Surgeons
12 ("SAGES") 2009 Scientific Session and Postgraduate Course and
13 provide evidence of his participation and a complete description of the
14 hands-on and educational courses within thirty (30) days after
15 acceptance of this Agreement by the Board.

16 b. University of California, Los Angeles Laparoscopic Colectomy Course,
17 August 22, 2009, and provide evidence of his participation and a
18 complete description of the course within thirty (30) days after
19 completion of the course.

20 F. Dr. Wu maintains the ability to work full-time without restriction and in that
21 regard, the Stipulation dated March 10, 2009 is immediately lifted as of the
22 approval of this Agreement and Order by the Board.

23 G. Dr. Wu shall pay \$21,577.00 towards the cost of the Board's investigation, in
24 monthly installments of \$2,000.00 commencing June 5, 2009 with the last
25 payment of \$1,577.00 on April 5, 2010. Dr. Wu shall be solely responsible
26 for attorneys' fees and cost incurred, fees and costs incurred in the
27 Assessment, any recommended training, and any other courses required by
28 this Agreement.

29 H. This Agreement and Order shall inure to the benefit of and be binding upon
30 each of the parties hereto and their respective heirs, personal
31 representatives, assigns and successors in interest of each party and shall
32 resolve any and all matters, actions or complaints for services provided by Dr.
33 Wu on or before December 31, 2008, regardless of when such matter, action
34 or complaint is filed or brought to the attention of the Board.

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

37 J. In consideration for the execution of this Agreement, Dr. Wu hereby releases
38 and forever discharges the State of Nevada, the Board of Osteopathic
39 Medicine, and the Nevada State Attorney General's Office, and each of their
40 representatives, investigators, and employees, in their individual and
41 representative capacity (collectively the State of Nevada Agencies) from any
42 and all manner of actions, causes of actions, suits, debts, judgments,
43 executions, claims, and demands whatsoever known or unknown, in law and
44 in equity, that she may have had, now has, may have had, or claim to have
45 against any and all of the persons and entities named in this paragraph
46 arising out of, or by reason of, the investigation of the allegations raised in this

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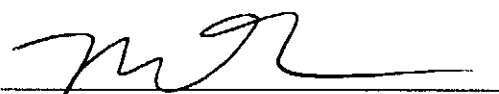
matter, including those noted in the administrative Complaint on file herein, and other matters relating thereto.

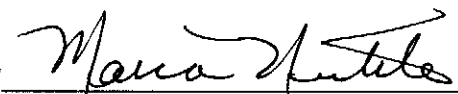
K. Dr. Wu, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada State Board of Osteopathic Medicine, the Nevada Attorney General's office and each of their members, agents and employees in their individual and 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 disciplinary action, this settlement or its administration.

L. This Agreement and Order may be executed 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.

MING-WEI WU, D.O.

NUTILE PITZ & ASSOCIATES



By 

Maria Nutile, Esq.
Attorney for Dr. Ming-Wei Wu

HUTCHISON & STEFFEN, LLC

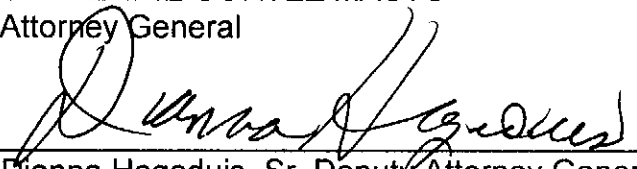
By 

L. Kristopher Rath, Esq.
Attorney for Dr. Ming-Wei Wu

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

CATHERINE CORTEZ MASTO
Attorney General

By: _____
Lisa Miller-Roche, Esq.
Investigating Board Member


By  _____
Dianna Hegeduis, Sr. Deputy Attorney General
Counsel for the Investigating Board Member

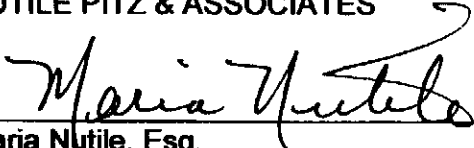
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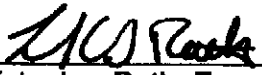
matter, including those noted in the administrative Complaint on file herein, and other matters relating thereto.

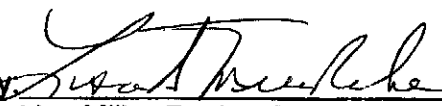
K. Dr. Wu, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada State Board of Osteopathic Medicine, the Nevada Attorney General's office and each of their members, agents and employees in their individual and 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 disciplinary action, this settlement or its administration.

L. This Agreement and Order may be executed 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.

MING-WEI WU, D.O.


NUTILE PITZ & ASSOCIATES
By 
Maria Nutile, Esq.
Attorney for Dr. Ming-Wei Wu

HUTCHISON & STEFFEN, LLC
By 
L. Kristopher Rath, Esq.
Attorney for Dr. Ming-Wei Wu

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE
By 
Lisa Miller-Roche, Esq.
Investigating Board Member

CATHERINE CORTEZ MASTO
Attorney General
By _____
Dianna Hegeduis, Sr. Deputy Attorney General
Counsel for the Investigating Board Member


1 ORDER OF THE BOARD

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3 **IT IS SO ORDERED.**

4 **IT IS FURTHER ORDERED** that should Dr. Wu fail to comply with any terms or
5 conditions of this Agreement, Dr. Wu will be in breach of this Agreement; and this
6 Agreement will be null and void. The Board may take whatever action it deems
7 appropriate, including but not limited to proceeding with the administrative action
8 against Dr. Wu and his license to practice Osteopathic Medicine in the State of Nevada.
9 Should this Agreement become null and void by Dr. Wu's failure to comply with terms or
10 conditions of this Agreement, the Board may not only pursue an administrative action
11 against Dr. Wu, but the Board may also seek the maximum fees, fines, and costs.
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13 DATED this 5th day of May 2009.

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15 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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17 By: 
18 C. Dean Milne, D.O., Vice-Chairman
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1 PUBLIC REPRIMAND

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5 On March 4, 2009, complaint AD0903018 ("Complaint") was filed by the Nevada State
6 Board of Osteopathic Medicine ("Board"), alleging that Ming-Wei Wu, D.O. ("Dr. Wu")
7 failed to render proper medical care to the patient at issue in this matter. The Board has
8 alleged that this failure constitutes unprofessional conduct within the meaning of
9 Nevada Revised Statutes 633.131(1)(f)(2).

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11 The Board and Dr. Wu have agreed to resolve the Complaint via a Settlement
12 Agreement ("Settlement"). On May 5, 2009, the Board approved the Settlement
13 recommended by the Investigating Board Member and entered into between Dr. Wu
14 and the Board.

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16 Dr. Wu is hereby publically reprimanded for the conduct described in this public
17 reprimand and the Complaint on file herein.

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