BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  
GARY MANLEY, P.A.  
License No. PA0283,  
Respondent.  

Case No. AD1604001  
SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Paul Mausling, D.O. and Gary Manley (License No. PA0283), represented by Joseph T. Nold of Accelerated Law Group hereby enter into this Settlement Agreement and Order (Agreement).

Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. PA Manley was practicing as a physician assistant and registered with this Board in the State of Nevada from February 11, 2014 until February 2, 2016. PA Manley is not presently actively registered with the Board and, since February 2016, has not been employed by an osteopathic physician. PA Manley presently is employed and supervised by an allopathic physician licensed by the Nevada State Board of Medical Examiners.

2. At all times relevant to this matter, PA Manley’s supervising physician was Mitchel Phillips, D.O. at Phillips Clinic, 5970-C S. Rainbow Boulevard #100 in Las Vegas, Nevada. The Board’s records show that Dr. Phillips is an AOA-certified specialist in family and general practice medicine.

3. In November 2015, the Board initiated an investigation into the practices of PA Manley at Phillips Clinic. In furtherance of the investigation, the Board obtained various records related to PA Manley’s practices at Phillips Clinic, including but not limited to patient charts for ten of PA Manley’s patients. The patient charts and other information was reviewed, analyzed, and assessed by the Board’s staff, the IBM, and a physician serving as a reviewing expert. PA Manley also met with Ms. Longo and the IBM at the Board’s office. Ms. Longo and the IBM interviewed PA Manley for more than an
hour regarding the records obtained in the course of the investigation and to get PA Manley’s responses to concerns noted by the Board’s staff. PA Manley was cooperative in the course of the interview.

4. There have been no malpractice lawsuits filed against PA Manley since he began practicing as a physician assistant in Nevada. Prior to the within matter there have been no prior disciplinary actions taken against PA Manley since he began practicing as a physician assistant in Nevada;


ACKNOWLEDGMENTS AND APPLICABLE LAW

6. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to settle this matter. In settling this matter, PA Manley admits to the Third Cause of Action of the Complaint for Disciplinary Action (Complaint). PA Manley further acknowledges that the facts contained in the Third Cause of Action constitute violations of Nevada Revised Statutes (NRS) 633.511(1)(a) as unprofessional conduct as further defined in NRS 633.131(1)(f), (k), and (m), and NRS 633.511(1)(a) and Nevada Administrative Code (NAC) 633.187(1)(f).

7. As to the First, Second, Fourth, and Fifth Causes of Action of the Complaint, for the purposes of resolving this matter the parties agree that some of the facts or charges alleged are subject to good faith dispute between the parties and that, therefore, PA Manley does not admit nor deny the facts and charges alleged therein.

8. If the Board approves this Settlement Agreement and Order, it shall be deemed and considered disciplinary action by the Board against PA Manley.

9. PA Manley and Dr. Mausling, the Investigating Board Member in this matter, agree that it is in the best interests of PA Manley and the Board to resolve this matter without a full hearing on the merits.

10. PA Manley is aware of, understands, and has been advised of the effect of this Settlement Agreement, which he has carefully read and fully acknowledged. PA Manley acknowledges that he reviewed this Settlement Agreement and that he was provided the opportunity to review this Settlement Agreement with legal counsel of his own choice, namely Joseph T. Nold, Esq.
11. PA Manley has freely and voluntarily entered into the Settlement Agreement, and he is 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 formally 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 testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. PA Manley is voluntarily waiving all these rights in exchange for the Board’s acceptance of this Settlement Agreement.

12. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement or other documents or matters pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be disqualified or challenged for bias. Likewise, should this Settlement Agreement be rejected by the Board, it is agreed that the terms of the Settlement Agreement, and any facts contained herein, shall not be used against PA Manley in any future prosecution or other action by the Board.

13. PA Manley for himself, his executors, administrators, successors, and assigns hereby releases and forever discharges and holds harmless the State of Nevada, the Nevada Board of Osteopathic Medicine and each of their members, agents, investigators and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suit, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Licensee ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement agreement or its administration.

14. In consideration for the execution of this Settlement Agreement, PA Manley 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 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, 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.

15. PA Manley acknowledges that the Settlement Agreement shall only become effective after
both the Board and he have duly executed it.

16. PA Manley enters into this Settlement Agreement voluntarily after being fully advised of
his rights and as to the consequences of this Settlement Agreement. This Settlement Agreement
embodies the entire agreement reached between the Board and PA Manley. It may not be altered,
amended, or modified without the express consent of the parties.

17. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
Settlement Agreement and order because PA Manley was a physician assistant licensed by the Board.
PA Manley expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
the Nevada Open Meeting Law and acknowledges that this Settlement Agreement and order may be
presented to the Board for its consideration and potential ratification at the Board’s meeting on October
11, 2016.

AGREED DISCIPLINARY ACTION

THE PARTIES DO HEREBY AGREE as a result of the admissions and acknowledgements
contained in paragraphs 1 through 17 above that the following discipline is fair and appropriate and
should be imposed by the Board by way of resolution of this matter:

1. PA Manley shall pay the Board’s fees and costs in the investigation and prosecution of this
matter totaling $3,800.00 payable by cashier’s or certified check or money order made payable to:
“Nevada State Board of Osteopathic Medicine.” Payment shall be due within 90 days of the effective
date of this Settlement Agreement and Order, but if PA Manley cannot make payment in full by that
time, he may make payment arrangements with and as are acceptable to the Board’s Executive Director.

2. Within 120 days of the effective date of this Settlement Agreement and Order, PA Manley
shall present to the Board’s office written evidence of successful completion of four hours of continuing
medical education related to pain medicine and pain management, four hours of continuing medical
education related to the diagnosis and treatment of attention deficit disorder in adults, and four hours of
continuing medical education related to the making and keeping of medical records.

3. Within 120 days of the effective date of this Settlement Agreement and Order, PA Manley
shall read: (a) The Centers for Disease Control and Prevention, *CDC Guideline for Prescribing Opioids
for Chronic Pain – United States* (2016); (b) Federation of State Medical Boards, *Model Policy on the
Use of Opioid Analgesics in the Treatment of Chronic Pain* (2013); and (c) The American Academy of
Pain Medicine, *Use of Opioids for the Treatment of Chronic Pain* (2013). After reading the three
publications, PA Manley shall sign and present to the Board’s office a statement provided by the
Board’s staff that certifies that he has read the three publications and that he will conduct his pain
management practices in the future in accordance with the three publications.

4. If PA Manley desires to become a physician assistant under the supervision of an osteopathic
physician and he is otherwise in compliance with the terms of this Settlement Agreement, PA Manley
will appear before the Board at its next regularly scheduled meeting after his application so that the
Board can discuss with PA Manley his planned practice. PA Manley acknowledges that pursuant to
NRS 622.2617, the Board will be authorized to place non-disciplinary conditions, limitations, or
restrictions on PA Manley’s license as it then deems necessary to protect the public health, safety, or
welfare.

5. The parties acknowledge that the Board must report this Settlement Agreement to the
National Practitioners Data Bank ("Data Bank").

6. PA Manley shall meet with the Board or its representatives upon request and shall cooperate
with such representatives in their supervision, monitoring, investigation, or auditing to assure
compliance with the terms and conditions of this order. PA Manley shall pay any and all reasonable
and necessary costs incurred by the Board resultant from this paragraph.

7. In the event PA Manley fails to materially comply with any term of this Settlement
Agreement, PA Manley agrees his physician’s assistant license with the Board shall be automatically
suspended without any action of the Board other than the issuance of an Order of Suspension by the
Executive Director. Upon complying with the term, PA Manley’s physician’s assistant license with the
Board will be automatically reinstated, assuming all other provisions of the Settlement Agreement are
in compliance. Additionally, PA Manley’s failure to comply with any term or condition of this Settlement Agreement may result in discipline by the Board, up to and potentially including revocation of his physician’s assistant license with the Board. Board Staff may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If Board Staff is required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney’s fees and costs incurred in pursuing such judicial action.

Signed this 30 day of September 2016.

Respondent Gary Manley

By Gary Manley, P.A.
Respondent

Nevada State Board of Osteopathic Medicine

By Paul Mausling, D.O.
Investigating Board Member
ORDER

WHEREAS, on October 11, 2016, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Gary Manley, P.A. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 11 day of October, 2016.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]

Ronald Hedger, D.O.
Chairman
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  

GARY MANLEY, P.A. 

License No. PA0283 

RESPONDENT. 

Case No.: AD1604001

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of October, 2016, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, at their last known address on file with this Board.

Gary Manley, P.A.

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine