

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

APR 14 2020

IN THE MATTER OF:)
)
MINESH PIYUSH AMIN, D.O.,)
License No. DO1591,)
)
Respondent.)

Case No. AD1912001

SETTLEMENT AGREEMENT AND ORDER

FILED

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Dean Milne, D.O. (hereinafter "IBM") hereby enters into this settlement agreement with Minesh Piyush Amin, D.O. (License No. DO1591). 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. At all times pertinent to this matter, Minesh Piyush Amin, D.O., was and is licensed by the Board to practice osteopathic medicine in Nevada (License No. DO1591). Dr. Amin is board certified in internal medicine.

2. On July 22, 2019, Dr. Amin entered into a Guilty Plea Agreement in the case of *State v. Amin* (Eighth Judicial District Case No. C19-341430-1). By this Guilty Plea Agreement, Dr. Amin plead guilty to one count of violation of NRS 202.595(1), a gross misdemeanor, for performance of an act or neglect of duty in willful or wanton disregard of safety of person or property. By this Guilty Plea Agreement, Dr. Amin agreed to the following recommendations as his sentence: (1) 364 days of jail, which was suspended; (2) three years of probation; (3) payment of investigative costs of \$55,000.00; and (4) 150 hours of community service. Dr. Amin further agreed that if he successfully completed the terms and conditions, he could request that the prosecution file an amended Criminal Information by which the charge would be lowered to a misdemeanor (NRS 207.230) and that he could, thereafter, change his plea to guilty on the misdemeanor count.

3. The facts stated in the criminal charge against Dr. Amin were that in 2016 Dr. Amin submitted to Nevada Medicaid documents while he was the medical director for Comfort Hospice Care

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 - Henderson, NV 89074
(702) 732 - 2147

1 by which he indicated that he had examined a patient and had determined that the patient was
2 terminally ill and was, therefore, qualified for hospice services where Dr. Amin actually had not
3 examined the patient at issue. Therefore, the diagnosis that the patient was terminally ill based upon
4 Mast Cell Leukemia was improper. As a result of Dr. Amin's diagnosis, the patient received services in
5 July and August of 2016 for which Nevada Medicaid paid \$7,417.14.

6 4. On March 27, 2020, Dr. Amin met with the IBM and provided additional information
7 regarding the facts that underlay the criminal matter. Dr. Amin related that the patient at issue was a
8 19-year-old man supposedly suffering from a number of serious and debilitating allergies and a rare
9 form of cancer. The patient was brought to Dr. Amin's attention through the usual and ordinary
10 processes at Comfort Hospice Care, including being told by an APRN of the patient's condition,
11 diagnosis, and prognosis. Based upon the APRN's communication, and without seeing the patient or
12 reviewing any medical records related to the patient, Dr. Amin authorized the patient's admission to
13 Comfort Hospice Care. Because of an administrative scheduling error Dr. Amin failed to see the
14 patient to confirm diagnosis within the acceptable thirty-day window. On day thirty-seven, Dr. Amin
15 learned that the patient and his mother had been under investigation for Medicaid fraud when Dr. Amin
16 was contacted by investigators from the Attorney General's Office. Upon learning of the investigation,
17 Dr. Amin cooperated with the investigation, determined that the stated cause for the admission was
18 unsupported medically, immediately arranged for repayment of the sums received by Comfort Hospice
19 Care to Nevada Medicaid, and arranged for the patient to be removed from Comfort Hospice Care.

20 5. On September 12, 2019, the Office of the Attorney General filed an Amended Information in
21 Dr. Amin's criminal matter changing the charge from the gross misdemeanor of NRS 202.595(1) to a
22 misdemeanor charge of NRS 207.230 for acting without lawful authority. On September 12, 2019, the
23 District Court entered judgment on the Amended Information and sentenced Dr. Amin to the
24 recommendations to which he had agreed in the Guilty Plea Agreement.

25 **ACKNOWLEDGMENTS AND APPLICABLE LAW**

26 This Settlement Agreement and Order is made and based upon the following acknowledgments
27 by the parties:

28

1 1. Dr. Amin is aware of, understands, and has been advised of the effect of this Settlement
2 Agreement and Order, which he has carefully read and fully acknowledged. Dr. Amin was afforded the
3 opportunity to consult with legal counsel of his choice regarding this matter, and Dr. Amin chose not to
4 do so.

5 2. Dr. Amin has entered into the Settlement Agreement and Order, and he is aware of his rights
6 to contest the charges pending against him. Dr. Amin acknowledges that this Settlement Agreement
7 and Order is being entered into prior to and without a formal Complaint having been filed by the Board,
8 and he is voluntarily waiving his right to have the Board file a formal Complaint and all of his rights
9 that would flow therefrom. These rights include representation by an attorney at his own expense, the
10 right to a public hearing on any charges or allegations formally filed, the right to confront and cross-
11 examine witnesses called to testify against him, the right to present evidence on his own behalf, the
12 right to testify on his own behalf, the right to obtain any other type of formal judicial review of this
13 matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B,
14 622, 622A, and 633 of the NRS and the NAC. Dr. Amin is waiving all these rights in exchange for the
15 Board's acceptance of this Settlement Agreement and Order.

16 3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that
17 presentation to and consideration by the Board of such proposed Settlement Agreement and Order or
18 other documents or matters pertaining to the consideration of this Settlement Agreement and Order
19 shall not unfairly or illegally prejudice the Board or any of its members from further participation,
20 consideration, adjudication, or resolution of these proceedings and that no Board member shall be
21 disqualified or challenged for bias. Additionally, in the event the Settlement Agreement and Order is
22 rejected by the Board, it is agreed that all of Dr. Amin's rights to contest the charges against him shall
23 remain in full effect.

24 4. Dr. Amin and the Board acknowledge that NRS 633.691 provides immunity for the Board,
25 its employees, and its retained specialists from any potential action that might be brought by Dr. Amin
26 and that for the purposes of NRS 633.691, Dr. Amin acknowledges that the Board, its employees, and
27 its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Amin and the
28 Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Amin with

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 - Henderson, NV 89074
(702) 732-2147

1 certain protections against administrative actions by the Board, which protections are inapplicable in
2 this matter.

3 5. Dr. Amin acknowledges that the Settlement Agreement and Order shall only become
4 effective after both the Board and he have duly executed it.

5 6. Dr. Amin enters into this Settlement Agreement and Order after being fully advised of his
6 rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement
7 and Order embodies the entire agreement reached between the Board and Dr. Amin. It may not be
8 altered, amended, or modified without the express consent of the parties.

9 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to a
10 compromised settlement of this matter. For the purposes of resolving this matter only and for no other
11 purpose, Dr. Amin admits that the facts contained in the "Pertinent Facts" section constitute a violation
12 of Nevada Revised Statute (NRS) 633.511(1)(a) (unprofessional conduct). If the Board approves this
13 Settlement Agreement and Order, it shall be deemed and considered disciplinary action by the Board
14 against Dr. Amin.

15 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without
16 a full hearing on the merits because of the cost and risk involved for each party.

17 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
18 settlement agreement and order because Dr. Amin is an osteopathic physician licensed by the Board.
19 Dr. Amin expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
20 the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
21 presented to the Board for its consideration and potential ratification at the Board's meeting on January
22 14, 2020.

23 **STIPULATED ADJUDICATION**

24 Based upon the above acknowledgments of the parties and their mutual agreement, the parties
25 stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

26 1. Dr. Amin shall pay the sum of \$705.00 as payment of the Board's actual costs for the
27 investigation and prosecution of this matter and shall pay the sum of \$2,500.00 as a fine pursuant to
28 NRS 633.651(1)(f). All sums shall be made by certified or cashier's check made payable to "Nevada

1 State Board of Osteopathic Medicine," within thirty (30) days of the effective date of the Settlement
2 Agreement and Order.

3 2. Dr. Amin's license to practice osteopathic medicine (DO1591) shall be on probation
4 according to the following terms and conditions:

5 (a) The term of probation shall be one year from the effective date of this Settlement Agreement
6 and Order. Dr. Amin shall provide to the Board an order indicating that he had satisfied the terms and
7 conditions of his sentencing in his criminal matter (Eighth Judicial District Case No. C19-341430-1),
8 including satisfaction of his probation therein, prior to termination of the probationary period. If the
9 District Court enters any other order related to Dr. Amin's criminal matter, he shall also provide a copy
10 of any such order to the Board's office within 10 days of the entry of any such order by the District
11 Court. If Dr. Amin fails to fully meet the terms and conditions of his sentence in his criminal matter,
12 the Board may pursue such additional disciplinary action as it deems just and necessary under the
13 circumstances.

14 (b) Dr. Amin shall assure that for every patient that he approves any patient for admission to
15 Comfort Hospice Care or any other similar facility, he has obtained and reviewed medical records
16 related to the patient sufficient to support the diagnosis and cause for the admission. The IBM may
17 request at any time during the period of probation that Dr. Amin provide records related to patients to
18 verify and assure Dr. Amin's compliance with this paragraph.

19 (c) Dr. Amin shall assure that his practice of osteopathic medicine complies with all applicable
20 statutes and regulations, whether state or federal.

21 3. Dr. Amin shall meet with the Board or its representatives upon reasonable request and shall
22 reasonably cooperate with such representatives in their supervision, monitoring, investigation, or
23 auditing to assure compliance with the terms and conditions of this order.

24 4. Dr. Amin's failure to comply with any term or condition of this Settlement Agreement and
25 Order may result in further discipline by the Board, up to and potentially including revocation of his
26 license. The Board's staff may take any and all actions it deems necessary to collect any sums ordered

27 ///

28

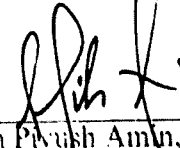
Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 - Henderson, NV 89074
(702) 732-2147


1 that remain unpaid. If the Board's staff is required to pursue judicial action, it shall be entitled to
2 recover its attorney's fees and costs incurred in pursuing such judicial action.

3 Signed this ____ day of February, 2020.

4 Respondent Minesh Piyush Amin, D.O.

Nevada State Board of Osteopathic Medicine

5
6 By 
7 Minesh Piyush Amin, D.O., Respondent

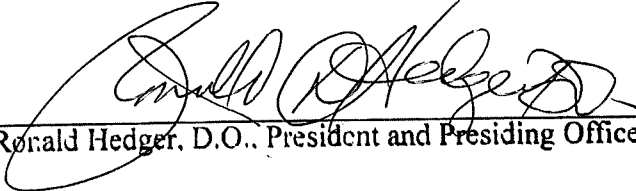
By 
8 Dean Milne, D.O.
9 Investigating Board Member

10 **ORDER**

11 WHEREAS, on April 14, 2020, the Nevada State Board of Osteopathic Medicine
12 approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with
13 Minesh Piyush Amin, D.O. IT IS SO ORDERED.

14 SIGNED AND EFFECTIVE this 14 day of April, 2020.

15 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

16 
17 Ronald Hedger, D.O., President and Presiding Officer

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

2 IN THE MATTER OF:

) Case No.: AD1912001

3 MINESH PIYUSH AMIN, D.O.

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

4 License No. DO1591

APR 14 2020

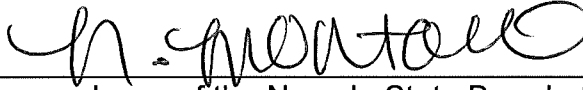
5 RESPONDENT.

FILED

6 **CERTIFICATE OF SERVICE**

7
8 I hereby certify that on the 16th day of April, 2020, I served a copy of the ABOVE
9 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.

10 Minesh Piyush Amin, D.O.

11
12 

13 An employee of the Nevada State Board of
14 Osteopathic Medicine

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 · Henderson, NV 89074
(702) 732-2147