

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 **IN THE MATTER OF THE COMPLAINT**)
3 **AGAINST**)
4 **JOSEPH BAJO, D.O., LIC. #743,**)
5 **RESPONDENT.**)

Case No. **MA0906088**
NV STATE BOARD OF OSTEOPATHIC MEDICINE

Filed: **DEC 09 2009**

FILED
Executive Director

6
7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between S. Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" 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 Joseph Bajo, D.O. ("Dr.
13 Bajo") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

- 16
- 17 A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
18 information regarding prior lawsuits filed against Dr. Bajo. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenseses as well as from information received directly from Dr. Bajo.
- 21 B. WHEREAS, the Investigative Board Member alleged that Dr. Bajo failed to timely report
22 two lawsuits being filed against him regarding a patient with the initials of "K.R." and
23 patient "C.W." and such failures are violations of NRS 633.527. Dr. Bajo failed to timely
24 report the resolution of the matter involving patient "K.R." The resolution was in favor
25 of Dr. Bajo and against the patient. Additionally, Dr. Bajo failed to report the resolution
26 of the "K.R." lawsuit when renewing his license for the calendar year 2007, and failed to
27 report the filing of the "K.R." case when renewing his license for the calendar year
28 2005.
- C. NRS 633.527(1) states that an "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

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

- 9
- 10 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
11 . . . statement . . . in applying for a license to practice osteopathic medicine or in
12 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
13 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
14 proceeding; and pursuant to NRS 633.651, such discipline may include public
15 reprimands, the suspension of the license to practice osteopathic medicine in the State
16 of Nevada, and even the revocation of the license to practice osteopathic medicine in
17 the State of Nevada.
- 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 as
20 part of its investigative, administrative and disciplinary proceedings against the person
21 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 22 F. WHEREAS, the parties have agreed to informally settle this matter, rather than
23 requiring the Board to file a formal disciplinary complaint.
- 24 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
25 parties and will then be offered to the Board for the entire Board's approval at the next
26 Board meeting, with the recommendation of the Investigating Board Member that this
27 matter be settled. The Agreement shall not become effective until it has been
28 approved by a majority of the Board and endorsed by a representative member of the
Board.
- H. WHEREAS, Dr. Bajo understands that the Board is free to accept or reject this
Agreement and, if rejected by the Board, a formal disciplinary complaint will 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. Bajo 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. Bajo 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. Bajo 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. Bajo has elected to enter into this
Agreement to resolve this matter, and only the matters identified herein.
- L. WHEREAS, Dr. Bajo 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 the patient).

- 1 M. WHEREAS, Dr. Bajo has had the opportunity to obtain the advice from competent
2 counsel of his choice concerning the terms and conditions of this Agreement and the
3 execution thereof. No coercion has been exerted upon Dr. Bajo, nor have any
4 promises been made other than those reflected in this Agreement. Dr. Bajo freely and
5 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
6 addressed herein. Dr. Bajo has executed this Agreement only after a careful reading of
7 it and a full understanding of all its terms.
- 8 N. WHEREAS, Dr. Bajo is fully aware of his rights to contest the charges pending against
9 him. These rights include: representation by an attorney at his own expense, the right
10 to a public hearing on any charges or allegations filed, the right to confront and cross-
11 examine witnesses called to testify against him, the right to present evidence on his
12 own behalf, the right to compulsory process to secure the attendance of such
13 witnesses, the right to testify on his own behalf, the right to receive written findings of
14 fact and conclusions of law supporting the decision on the merits of the complaint and
15 the right to obtain judicial review of the Board's decision. Should the Board accept this
16 Agreement, Dr. Bajo voluntarily waives these rights.
- 17 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
18 of the State of Nevada.
- 19 P. WHEREAS, this Agreement and Order contains a complete description of the
20 agreement between the parties and it supersedes any previous agreements between
21 the parties. All material representations, understandings and promises of the parties
22 are contained in this Agreement. Any modifications must be set forth in writing, signed
23 by all the parties, and approved by the Board.

24 III. TERMS OF THE AGREEMENT

- 25 A. Dr. Bajo acknowledges that the failure to timely report allegations are true with
26 respect to the lawsuit filed by patient "K.R." and "C.W." and such failures to timely
27 report are violations of NRS chapter 633 and discipline is permissible under Nevada
28 law. In exchange for the Board not pursuing an administrative action against Dr.
Bajo for the alleged inaccurate information contained within the renewal application
and the untimely reporting, and Dr. Bajo not pursuing subsequent reviews by the
appropriate appellate Courts, the parties have agreed to resolve the current matter,
and only this matter. Dr. Bajo 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. Bajo. 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 FOR THE NON-
REPORTING VIOLATIONS, I.E., NOT FOR ANY ALLEGATIONS REGARDING
UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S
COMPETENCY.**
- B. Dr. Bajo agrees to pay the sum of One Thousand, Five Hundred Dollars (\$1,500.00)
as the fine imposed for having violated NRS 633.527(1) for the failure to timely
report the filing/service of the lawsuit. 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

1500.00 BEFORE, JAN 1, 2010

633.470(2)(b)(6). Such amount shall be payable in the amount of \$ _____ per month beginning on the ___ day of _____, 2009, and such amount shall continue to be due thereafter on the ___ day of each month, until the full amount of One Thousand, Five Hundred Dollars is paid.

- C. Should Dr. Bajo fail to satisfy and pay the indebtedness of \$1,500.00 in a timely manner as discussed herein, Dr. Bajo understands and agrees that he will be considered in default of this Agreement, and this agreement will be null and void, with the Respondent receiving credit for payments made to date. The Board may take whatever action it deems appropriate, including but not limited to reducing the balance to judgment pursuant to NRS chapter 353C.
- D. The Respondent, Dr. Bajo, agrees to bear his own fees and costs, including the fees and expenses of his own attorney(s) if applicable.
- E. 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.
- F. This Agreement and Order shall be construed in accordance with the laws of the State of Nevada.
- G. 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.
- H. In consideration for the execution of this Agreement, Dr. Bajo hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada 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 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, including those noted in the administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Bajo, 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.
- 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 DECEMBER, 2009.

5 JOSEPH BAJO, D.O.

6 _____
7 Osteopathic Physician

8 Dated: _____

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

11 BY: S. Paul Edwards
12 S. Paul Edwards, Esq.
Investigating Board Member

By _____
Dianna Hegeduis, Executive Director -
Board Counsel

13 Dated: 11/24/09

Dated: _____

14 **ACKNOWLEDGEMENT**

15 On this the _____ day of _____, 2009, the said JOSEPH BAJO, D.O.,
16 personally appeared before me, a notary public, and signed the above document, freely and
17 voluntarily, and under no duress.

18 _____
19 Notary Public

20 **ORDER OF THE BOARD**

21 **IT IS SO ORDERED.**

22 **IT IS FURTHER ORDERED** that should Dr. Bajo fail to comply with any terms or
23 conditions of this Agreement, Dr. Bajo will be in breach of this Agreement; and this Agreement
24 will be null and void. The Board may take whatever action it deems appropriate, including but
25 not limited to proceeding with the administrative action against Dr. Bajo. Should this
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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 December, 2009.

5 JOSEPH BAJO, D.O.

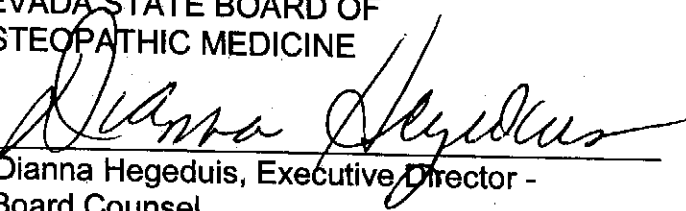
6 
Osteopathic Physician

7 Dated: 11/23/09

8
9 NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

10 BY: _____
11 S. Paul Edwards, Esq.
12 Investigating Board Member

By 
Dianna Hegeduis, Executive Director -
Board Counsel

13 Dated: _____

Dated: 11-24-09

14
15 **ACKNOWLEDGEMENT**

16 On this the _____ day of _____, 2009, the said JOSEPH BAJO, D.O.,
17 personally appeared before me, a notary public, and signed the above document, freely and
18 voluntarily, and under no duress.

19 _____
Notary Public

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22 **ORDER OF THE BOARD**

23 **IT IS SO ORDERED.**

24 **IT IS FURTHER ORDERED** that should Dr. Bajo fail to comply with any terms or
25 conditions of this Agreement, Dr. Bajo will be in breach of this Agreement; and this Agreement
26 will be null and void. The Board may take whatever action it deems appropriate, including but
27 not limited to proceeding with the administrative action against Dr. Bajo. Should this
28

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

4 DATED this 8th day of December, 2029.

5 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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7 BY: 
8 Dr. Daniel K. Curtis, Chairman/President of the
9 Board

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

2 IN THE MATTER OF THE COMPLAINT

3 AGAINST

4 JOSEPH BAJO, D.O., LIC. #743,

5 RESPONDENT.

NV STATE BOARD OF OSTEOPATHIC MEDICINE
Case No.: MA0900000

DEC 09 2009

Filed:

[Signature]
Executive Director **FILED**

6
7 **WRITTEN NOTICE OF ENTRY OF SETTLEMENT AGREEMENT AND ORDER**

8 PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has
9 approved the settlement agreement entered into by the above-name Respondent and the
10 Enforcement Division of the Board. A copy of that agreement is attached.

11 NEVADA STATE BOARD OF
12 OSTEOPATHIC MEDICINE

13 BY

[Signature]
14 Dianna Hegeduis, Executive Director -
Board Counsel

15 Dated: 12-9-09

16 **CERTIFICATE OF MAILING**

17 On the 9th day of December, 2009, the undersigned served a
18 copy of this notice along with the settlement agreement and order upon Respondent, at his
19 last known address, postage thereon prepaid, addressed as follows:

20 Dr. Joseph Bajo
21 901 Adams Blvd.
Boulder City, NV 89005

22 *[Signature]*
23 _____
24 An employee of the Nevada State Board of Osteopathic
25 Medicine
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