

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT
3 AGAINST
4 RANDA BASCHARON, D.O.,
5 RESPONDENT.

**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**
Case No.: MA0904044
OCT 06 2009

Filed: **FILED**
Dianna Hegeduis
Executive Director

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

8 PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine
9
10 approved the settlement agreement entered into in the above-entitled and numbered matter;
11 and a file-stamped copy of the same is attached hereto.

12 DATED THIS 6 day of October, 2009.

13 NEVADA STATE BOARD OF
14 OSTEOPATHIC MEDICINE

15 By *Dianna Hegeduis*

16 Dianna Hegeduis, Executive Director,
17 Board Counsel
2860 E. Flamingo Rd., Suite D
Las Vegas, NV 89121

18 **CERTIFICATE OF MAILING**

19 I hereby certify that on the 7th day of October, 2009, I served a copy of the foregoing
20 notice, with attached order, upon the following persons, postage thereon prepaid, addressed
21 to them at their last known address, addressed as follows:

22 Randa Bascharon, D.O.
23 5735 So. Fort Apache, Suite B
24 Las Vegas, NV 89148

25 *Lori Belden*
26 An employee of the NEVADA STATE BOARD OF
27 OSTEOPATHIC MEDICINE
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7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between James Anthony, D.O., Investigative Board Member ("Dr. Anthony" 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 Randa Bascharon, D.O.
13 ("Dr. Bascharon") (collectively referred to as "the Parties").
14

15 **II. RECITALS**

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

- 17 A. WHEREAS, the Board, through Investigative Board Member Anthony, ascertained
18 certain information regarding a prior lawsuit filed against Dr. Bascharon. The
19 information was ascertained as a result of the Board's staff due diligence in
20 investigating its applicants/licensee.
21 B. WHEREAS, the Investigative Board Member alleged that Dr. Bascharon failed to report
22 a California lawsuit being filed regarding a patient with the initials of L.M.W. **and** the
23 settlement thereof. Regarding the initial filing of a lawsuit by a patient with the initials of
24 M.P. in 2005 and the settlement thereof in 2008, Dr. Bascharon notified the Board of
25 the same, but not within the 45-day requirement. Each such failure, however, is a
26 violation of NRS 633.527. The Investigative Board Member does note that the
27 information pertaining to L.M.W. was contained within Dr. Bascharon's appropriate
28 license renewal application but that the information pertaining to M.P. was not
contained within the appropriate renewal applications.
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

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

- 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 such discipline may include public reprimands, the suspension of the
15 license to practice osteopathic medicine in the State of Nevada, and even the
16 revocation of the license to practice osteopathic medicine in the State of Nevada.
- 17 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
18 person reasonable attorney's fees and costs that are incurred by the regulatory body as
19 part of its investigative, administrative and disciplinary proceedings against the person
20 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 21 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
22 Board to file a formal disciplinary complaint.
- 23 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
24 parties and will then be offered for the entire Board's approval at the next Board
25 meeting, with the recommendation of the Investigating Board Member that this matter
26 be settled. The Agreement shall not become effective until it has been approved by a
27 majority of the Board and endorsed by a representative member of the Board.
- 28 H. WHEREAS, Dr. Bascharon 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. Bascharon
hereby agrees to waive any rights she 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. Bascharon 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. Bascharon 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. Bascharon has elected to enter into this
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Bascharon 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. Bascharon has had the opportunity to obtain the advice from
2 competent counsel of her choice concerning the terms and conditions of this
3 Agreement and the execution thereof. No coercion has been exerted upon Dr.
4 Bascharon, nor have any promises been made other than those reflected in this
5 Agreement. Dr. Bascharon freely and voluntarily entered into this agreement, motivated
6 only by a desire to resolve the issues addressed herein. Dr. Bascharon has executed
7 this Agreement only after a careful reading of it and a full understanding of all its terms.
- 8 N. WHEREAS, Dr. Bascharon is fully aware of her rights to contest the charges pending
9 against her. These rights include: representation by an attorney at her own expense,
10 the right to a public hearing on any charges or allegations filed, the right to confront and
11 cross-examine witnesses called to testify against her, the right to present evidence on
12 her own behalf, the right to compulsory process to secure the attendance of such
13 witnesses, the right to testify on her 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. Bascharon 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. Bascharon acknowledges that the failure to report allegations are true, and each
26 such act (failure to timely report the lawsuit and failure to timely report the
27 settlement) is a violation of NRS chapter 633 and discipline is permissible under
28 Nevada law. In exchange for the Board not pursuing an administrative action and
Dr. Bascharon not pursuing subsequent reviews by the appropriate appellate
Courts, the parties have agreed to resolve the current matter, and only this matter.
Dr. Bascharon will henceforth insure that all lawsuits involving herself 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. Bascharon. If any lawsuit is not reported to the Board, such will
be in violation of this agreement as well as the applicable statutes.
- B. Dr. Bascharon agrees to pay the sum of One Thousand Seven Hundred Dollars
(\$1,700.00) as the fine imposed for having violated NRS 633.527(1) for the failure to
timely report the filing/service of the lawsuits **and** the failure to timely report the
settlement of the cases. This sum **will include** 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 in the amount of \$500.00 per month beginning on the 15th day of
August, 2009, and such amount shall continue to be due thereafter on the 15th day
of each month, until the full amount of One Thousand Seven Hundred Dollars is
paid. The final payment will be in the amount of Two Hundred Dollars (\$200.00).
- C. Should Dr. Bascharon fail to satisfy and pay the indebtedness of \$1,700.00 in a
timely manner as discussed herein, Dr. Bascharon understands and agrees that
she will be considered in default of this Agreement, and this agreement will be null

1 and void, with the Respondent receiving credit for payments made to date. The
2 Board may take whatever action it deems appropriate, including but not limited to
3 reducing the balance to judgment pursuant to NRS chapter 353C.

- 4 D. The Respondent, Dr. Bascharon, agrees to bear her own fees and costs, including
5 the fees and expenses of her own attorney(s) if applicable.
- 6 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
7 the parties hereto and their respective heirs, personal representatives, assigns and
8 successors in interest of each party.
- 9 F. This Agreement and Order shall be construed in accordance with the laws of the
10 State of Nevada.
- 11 G. This settlement agreement consists of six (6) pages and embodies the entire
12 agreement between the Board and the osteopathic physician. It may not be altered,
13 amended or modified without the express consent of the parties, and any
14 subsequent alteration, amendment, or modification shall be in writing and subject to
15 approval by the Board.
- 16 H. In consideration for the execution of this Agreement, Dr. Bascharon hereby releases
17 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
18 and the Nevada State Attorney General's Office, and each of their representatives,
19 investigators, and employees, in their individual and representative capacity
20 (collectively the State of Nevada Agencies) from any and all manner of actions,
21 causes of actions, suits, debts, judgments, executions, claims, and demands
22 whatsoever known or unknown, in law and in equity, that he may have had, now
23 has, may have had, or claim to have against any and all of the persons and entities
24 named in this paragraph arising out of, or by reason of, the investigation of the
25 allegations raised in this matter, including those noted in the administrative
26 complaint on file herein, and other matters relating thereto.
- 27 I. Dr. Bascharon, for herself, her heirs, executors, administrators, successors and
28 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.

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1 J. This document may be prepared in multiple counterparts. Each counterpart,
2 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
3 shall be deemed an original hereof if executed by each of the Parties hereto.

4 RANDA BASCHARON, D.O.

5 [Signature]
Osteopathic Physician

Dated: 7/29/09

7 NEVADA STATE BOARD OF
8 OSTEOPATHIC MEDICINE

9 BY: [Signature]
James Anthony, D.O.,
Investigating Board Member
10 Dated: 10-5-09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By [Signature]
Dianna Hegeduis, Executive Director -
Board Counsel
11 Dated: 8-17-09

12 **ACKNOWLEDGEMENT**

13 On this the 29 day of July, 2009, the said RANDA BASCHARON, D.O.,
14 personally appeared before me, a notary public, and signed the above document, freely and
15 voluntarily, under no duress.

16 [Signature]
Notary Public



18 **ORDER OF THE BOARD**

19 **IT IS SO ORDERED.**

20 **IT IS FURTHER ORDERED** that should Dr. Bascharon fail to comply with any terms or
21 conditions of this Agreement, Dr. Bascharon will be in breach of this Agreement; and this
22 Agreement will be null and void. The Board may take whatever action it deems appropriate,
23 including but not limited to proceeding with the administrative action against Dr. Bascharon.
24 Should this Agreement become null and void by Dr. Bascharon's failure to comply with terms
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1 or conditions of this Agreement, the Board may not only pursue an administrative action
2 against Dr. Bascharon, but the Board may also seek the maximum fees, fines, and costs.

3 DATED this 5 day of OCT, 2009.

4 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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

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