

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

3 IN A MATTER INVOLVING  
4 MICHAEL BELFIORE, D.O.,  
5 License No. 882,  
6 **RESPONDENT.**

} Case No.: MA1101002  
}  
}

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**

APR 13 2011

**FILED**

7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and  
10 between 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 Michael Belfiore, D.O.  
13 ("Dr. Belfiore") (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 litigation filed against Dr. Belfiore. The information was  
19 ascertained as a result of the Board's staff due diligence in investigating its  
20 applicants/licenses.
- 21 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:  
22 (1) Re: patient "CM." The Respondent failed to timely notify this Board of the  
23 commencement of the litigation or its resolution. The renewal application for 2009 did  
24 not contain information regarding the 2008 commencement of this lawsuit, although the  
25 renewal application did contain questions about whether or not medical malpractice  
26 case(s) existed. The IBM has alleged the failures to report, however, are violations of  
27 NRS chapter 633 as discussed hereinafter.
- 28 C. WHEREAS, NRS 633.527(1) states that a licensed "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 Bank not later than 45 days after the sanctions are imposed. NRS

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

- 8 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully  
9 making a false . . . statement . . . in applying for a license to practice osteopathic  
10 medicine or in applying for renewal of a license to practice osteopathic medicine."  
11 E. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may  
12 recover from a person reasonable attorney's fees and costs that are incurred by the  
13 regulatory body as part of its investigative, administrative and disciplinary proceedings  
14 against the person if the regulatory body" either enters a final order or enters into a  
15 settlement agreement.  
16 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
17 Board to file a formal disciplinary complaint.  
18 G. WHEREAS, the parties understand that this Agreement will be signed by the respective  
19 parties and will be offered to the Board for the Board's approval at the next Board  
20 meeting, with the recommendation of the Investigating Board Member that this matter  
21 be settled. The Agreement shall not become effective until it has been approved by a  
22 majority of the Board and endorsed by a representative member of the Board.  
23 H. WHEREAS, Dr. Belfiore understands that the Board is free to accept or reject this  
24 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed  
25 and a hearing scheduled on the same. The Board members who review this matter for  
26 approval of this Agreement may be the same members who ultimately hear the  
27 disciplinary complaint if this Agreement is not approved by the Board. Dr. Belfiore  
28 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. Belfiore 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. Belfiore 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. Belfiore has elected to enter into this  
Agreement to resolve this matter, and this matter only.  
L. WHEREAS, Dr. Belfiore 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).  
M. WHEREAS, Dr. Belfiore has had the opportunity to obtain the advice from competent  
counsel of his choice concerning the terms and conditions of this Agreement and the  
execution thereof. No coercion has been exerted upon Dr. Belfiore, nor have any  
promises been made other than those reflected in this Agreement. Dr. Belfiore freely  
and voluntarily entered into this agreement, motivated only by a desire to resolve the

1 issues addressed herein. Dr. Belfiore has executed this Agreement only after a careful  
2 reading of it and a full understanding of all its terms.

- 3 N. WHEREAS, Dr. Belfiore is fully aware of his rights to contest the charges pending  
4 against him. These rights include: representation by an attorney at his own expense,  
5 the right to a public hearing on any charges or allegations filed, the right to confront and  
6 cross-examine witnesses called to testify against him, the right to present evidence on  
7 his own behalf, the right to compulsory process to secure the attendance of such  
8 witnesses, the right to testify on his own behalf, the right to receive written findings of  
9 fact and conclusions of law supporting the decision on the merits of the complaint and  
10 the right to obtain judicial review of the Board's decision. Should the Board accept this  
11 Agreement, Dr. Belfiore voluntarily waives these rights.
- 12 O. WHEREAS, this Agreement and Order contains a complete description of the  
13 agreement between the parties and it supersedes any previous agreements between  
14 the parties. All material representations, understandings and promises of the parties  
15 are contained in this Agreement. Any modifications must be set forth in writing, signed  
16 by all the parties, and approved by the Board.

### 17 III. TERMS OF THE AGREEMENT

- 18 A. Dr. Belfiore acknowledges that if the failures to report allegations are true, then  
19 each such act would be a violation of NRS chapter 633 for which discipline is  
20 permissible under Nevada law. Dr. Belfiore further acknowledges that if non-  
21 reporting occurred such was not an intentional act on his part but was merely an  
22 administration error. In exchange for the Board not pursuing an administrative  
23 action, and Dr. Belfiore not pursuing subsequent reviews by the appropriate  
24 appellate Courts, the parties have agreed to resolve the current matter, and all  
25 issues related thereto. **ADDITIONALLY, THE BOARD**  
26 **ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE, THAT**  
27 **A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED**  
28 **BY THE BOARD; NOR IS THIS SETTLEMENT AGREEMENT TO BE**  
**CONSIDERED A DISCIPLINARY ACTION. THE PARTIES HAVE**  
**SIMPLY AGREED TO AN ADMINISTRATIVE FEE BEING ASSESSED**  
**FOR THE NON-REPORTING OCCURRENCES.**
- 29 B. Dr. Belfiore agrees to pay the sum of Two Hundred, Fifty Dollars (\$250.00) as the  
30 fine imposed for having allegedly violated NRS 633.527(1) without admitting to such  
31 a violation. This sum includes all fees and costs incurred by the Board up to and  
32 including the approval of this agreement by the Board at its next scheduled board  
33 meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be payable in full  
34 upon execution of this agreement.
- 35 C. Should Dr. Belfiore fail to satisfy and pay the indebtedness of \$250.00 in a timely  
36 manner as discussed herein, Dr. Belfiore understands and agrees that he will be  
37 considered in default of this Agreement, and this agreement will be null and void,  
38 with the Respondent receiving credit for payments made to date. The Board may  
39 take whatever action it deems appropriate, including but not limited to reducing the  
40 balance to judgment pursuant to NRS chapter 353C.
- 41 D. The Respondent, Dr. Belfiore, agrees to bear his own fees and costs, including the  
42 fees and expenses of his own attorney(s) if applicable.
- 43 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
44 the parties hereto and their respective heirs, personal representatives, assigns and

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ck # 4225

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successors in interest of each party.

- F. This Agreement and Order shall be construed in accordance with Nevada's laws.
- G. This agreement consists of five (5) 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 or modification shall be in writing and subject to approval by the Board.
- H. In consideration for the execution of this Agreement, Dr. Belfiore hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General's Office (as Board counsel), 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, and other matters relating thereto.
- I. Dr. Belfiore, 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 or this settlement.
- 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.
- K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and intentionally waive the 21-working days notice requirement pursuant to Nevada laws and acknowledges that this Agreement shall be on the agenda for the Board's approval in the month of \_\_\_\_\_, 2011 and the order of fulfillment on the Board's agenda for approval in the month of \_\_\_\_\_, 2011.

MICHAEL BELFIORE, D.O.  
 By: \_\_\_\_\_  
 Osteopathic Physician  
 Dated: \_\_\_\_\_

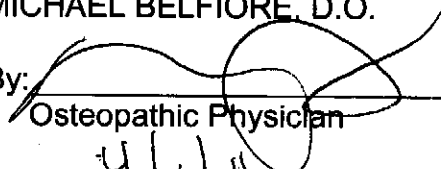
NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE  
 BY: Paul Edwards  
 Paul Edwards, Esq.  
 Investigating Board Member  
 Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE  
 By: \_\_\_\_\_  
 Dianna Hegeduis, Executive Director -  
 Board Counsel  
 Dated: \_\_\_\_\_

successors in interest of each party.

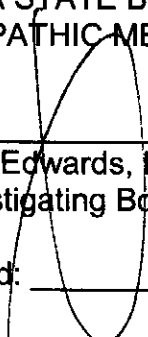
- F. This Agreement and Order shall be construed in accordance with Nevada's laws.
- G. This agreement consists of five (5) pages and embodies the entire agreement between the Board and the osteopathic physician. It may not be altered, amended or modified without the express consent of the parties, and any subsequent alteration or modification shall be in writing and subject to approval by the Board.
- H. In consideration for the execution of this Agreement, Dr. Belfiore hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General's Office (as Board counsel), 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, and other matters relating thereto.
- I. Dr. Belfiore, 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 or this settlement.
- 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.
- K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and intentionally waive the 21-working days notice requirement pursuant to Nevada laws and acknowledges that this Agreement shall be on the agenda for the Board's approval in the month of April, 2011 and the order of fulfillment on the Board's agenda for approval in the month of May, 2011.

MICHAEL BELFIORE, D.O.

By:   
Osteopathic Physician

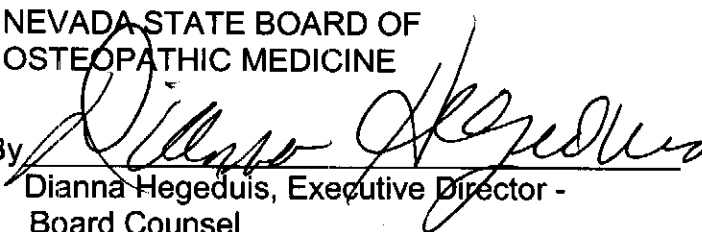
Dated: 4/11/11

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY:   
Paul Edwards, Esq.  
Investigating Board Member

Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By:   
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 4-12-11

**ACKNOWLEDGEMENT**

On this the 1<sup>st</sup> day of April, 2011, the said MICHAEL BELFIORE, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

**MAN JORGE**  
Notary Public, State of New York  
No. 0105036088  
Qualified in Nassau County  
Commission Expires 11-21-2014

[Signature]  
Notary Public

**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

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

DATED this 12<sup>th</sup> day of April, 2011.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: [Signature]  
Dr. Daniel K. Curtis, President of the Board

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

3 IN A MATTER INVOLVING

4 MICHAEL BELFIORE, D.O.,  
5 License No. 882,

6 RESPONDENT.

) Case No.: MA1101002

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

APR 13 2011

**FILED**

7  
8 **WRITTEN NOTICE OF ENTRY OF SETTLEMENT**  
9 **AGREEMENT & ORDER**

10 PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has  
11 approved the settlement agreement entered into by Respondent, Michael Belfiore, D.O., and  
12 the Board; and a file-stamped copy of the same is attached hereto.

13 DATED THIS 13 day of April, 2011.

14  
15 NEVADA STATE BOARD OF  
16 OSTEOPATHIC MEDICINE

17 By 

18 Dianna Hegeduis, Esq., Executive Director  
19 901 American Pacific Dr., # 180  
20 Henderson, NV 89014

21 **CERTIFICATE OF MAILING**

22 I hereby certify that on the 13 day of April, 2011, I served a copy of the above notice  
23 with attached agreement/order upon the Respondent, addressed to him/her at the last known  
24 address registered with the Board, postage thereon prepaid.

25 

26 An employee of the NEVADA STATE BOARD OF  
27 OSTEOPATHIC MEDICINE  
28