

1
2 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
3 IN THE MATTER OF THE COMPLAINT
4 AGAINST
5 LANCE BETSON, D.O., LIC. #739,
6 RESPONDENT.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

Case No: MA0908081
OCT 06 2009

FILED

Executive Director

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

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

13 DATED THIS 5 day of October, 2009.

14 NEVADA STATE BOARD OF
15 OSTEOPATHIC MEDICINE

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

19 **CERTIFICATE OF MAILING**

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

23 Lance Betson, D.O.
24 1541 Amberleaf
25 Costa Mesa, CA 92626

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

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 **IN THE MATTER OF THE COMPLAINT**)
3 **AGAINST**)
4 **LANCE BETSON, D.O., LIC. #739,**)
5 **RESPONDENT.**)

**NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE**

Case No.: MA0908081
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Dianna Hegeduis
Executive Director

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7 **ADMINISTRATIVE 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"), Board's
12 Counsel-Executive Director, Dianna Hegeduis, Esq., and Lance Betson, D.O. ("Dr. Betson")
13 (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 Investigative Board Member Edwards, ascertained
18 certain information regarding prior lawsuits filed against Dr. Betson. The information
19 was ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenseses.
- 21 B. WHEREAS, the Investigative Board Member alleged that Dr. Betson failed to timely
22 report the following: (1) that the lawsuit filed by patient C.G. was settled and/or
23 dismissed by the Court in July 2006. (2) That patient K.L. filed a lawsuit in December
24 2008, against Respondent. It is alleged that the failures to report are violations of NRS
25 chapter 633. Respondent's Nevada osteopathic medicine license is currently inactive;
26 and the events giving rise to the two lawsuits did not occur in the State of Nevada.
- 27 C. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any
28 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 of 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 633.527(2) states that should
the Board find "that an osteopathic physician has violated any provision of this section,

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

- 6 D. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
7 person reasonable attorney's fees and costs that are incurred by the regulatory body as
8 part of its investigative, administrative and disciplinary proceedings against the person
9 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 10 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
11 Board to file a formal disciplinary complaint.
- 12 F. WHEREAS, the parties understand that this Agreement will be signed by the respective
13 parties and will then be offered to the Board for the entire Board's approval at the next
14 Board meeting, with the recommendation of the Investigating Board Member that this
15 matter be settled. The Agreement shall not become effective until it has been
16 approved by a majority of the Board and endorsed by a member of the Board.
- 17 G. WHEREAS, Dr. Betson understands that the Board is free to accept or reject this
18 Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed
19 and a hearing scheduled on the same. The Board members who review this matter for
20 approval of this Agreement may be the same members who ultimately hear the
21 disciplinary complaint if this Agreement is not approved by the Board. Dr. Betson
22 hereby agrees to waive any rights he might have to challenge the impartiality of the
23 Board to hear the disciplinary complaint, based on prior knowledge obtained by the
24 Board through consideration of this Agreement, if after review by the Board, this
25 Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it
26 shall be regarded as null and void.
- 27 H. WHEREAS, Dr. Betson acknowledges that the Board will retain jurisdiction over this
28 matter until all terms and conditions set forth in this Agreement and Order have been
met to the satisfaction of the Board.
- I. WHEREAS, Dr. Betson 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.
- J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Betson has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Betson 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).
- L. WHEREAS, Dr. Betson 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. Betson, nor have any
promises been made other than those reflected in this Agreement. Dr. Betson freely
and voluntarily entered into this agreement, motivated only by a desire to resolve the
issues addressed herein. Dr. Betson has executed this Agreement only after a careful
reading of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Betson is fully 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 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 compulsory process to secure the attendance of such

1 witnesses, the right to testify on his own behalf, the right to receive written findings of
2 fact and conclusions of law supporting the decision on the merits of the complaint and
3 the right to obtain judicial review of the Board's decision. Should the Board accept this
4 Agreement, Dr. Betson voluntarily waives these rights.

5 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
6 of the State of Nevada.

7 O. WHEREAS, this Agreement and Order contains a complete description of the
8 agreement between the parties and it supersedes any previous agreements between
9 the parties. All material representations, understandings and promises of the parties
10 are contained in this Agreement. Any modifications must be set forth in writing, signed
11 by all the parties, and approved by the Board.

12 **III. TERMS OF THE AGREEMENT**

13 A. Dr. Betson acknowledges that if the failure to report allegations were true, then such
14 would be violations of NRS chapter 633 for which discipline is permissible under
15 Nevada law. In exchange for the Board not pursuing a formal disciplinary action,
16 and Dr. Betson not pursuing subsequent reviews by the appropriate appellate
17 Courts, the parties have agreed to resolve the current matters described herein, and
18 only such matters. **THE BOARD ACKNOWLEDGES, AND THE PARTIES DO
19 HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT
20 BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY
21 AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-
22 REPORTING VIOLATION, I.E., NOT FOR ANY ALLEGATIONS REGARDING
23 UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S
24 COMPETENCY.** Dr. Betson will henceforth insure that all lawsuits involving him will
25 be timely and accurately reported to the Board, and the failure to do so may result in
26 the Board bringing a disciplinary action against the osteopathic medical license
27 issued by the Board to Dr. Betson. If any lawsuit is not reported to the Board, such
28 will be in violation of this agreement as well as the applicable statutes.

B. Dr. Betson agrees to pay the sum of One Thousand Dollars (\$1,000.00) as the fine
imposed for having violated NRS 633.527(1) for the violations mentioned in this
agreement. This sum **includes** all fees and costs incurred by the Board up to and
including the approval of this 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 \$250.00 per month beginning on the 15th day of October, 2009, and such
amount shall continue to be due thereafter on the 15th day of each month, until the
full amount of One Thousand Dollars is paid in full.

C. Should Dr. Betson fail to satisfy and pay the indebtedness of \$1,000.00 in a timely
manner as discussed herein, Dr. Betson 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.

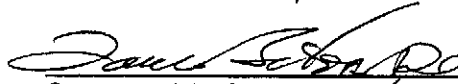
D. The Respondent, Dr. Betson, agrees to bear his own fees and costs, including the
fees and expenses of his own attorney(s) if applicable.

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 document shall be construed in accordance with the laws of Nevada.


- 1 G. This settlement agreement consists of five (5) pages and embodies the entire
2 agreement between the Board and the osteopathic physician. It may not be altered,
3 amended or modified without the express consent of the parties, and any
4 subsequent alteration, amendment, or modification shall be in writing and subject to
5 approval by the Board.
6 H. In consideration for the execution of this Agreement, Dr. Betson hereby releases
7 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
8 and the Nevada Attorney General's Office (as counsel for the Board), and each of
9 their representatives, investigators, and employees, in their individual and
10 representative capacity (collectively the State of Nevada Agencies) from any and all
11 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
12 and demands whatsoever known or unknown, in law and in equity, that she may
13 have had, now has, may have had, or claim to have against any and all of the
14 persons and entities named in this paragraph arising out of, or by reason of, the
15 investigation of the allegations raised in this matter, including those noted in the
16 administrative complaint on file herein, and other matters relating thereto.
17 I. Dr. Betson, for himself, his heirs, executors, administrators, successors and
18 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
19 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
20 each of their members, agents and employees in their individual and representative
21 capacities against any and all claims, suits, demands, actions, debts, damages,
22 costs, charges, and expenses, including court costs and attorney's fees against any
23 persons or entities as well as all liability, losses, and damages of any nature
24 whatsoever that the persons and entities named in this paragraph shall have or may
25 at any time sustain or suffer by reason of this investigation, this disciplinary action,
26 this settlement or its administration.
27 J. This document may be prepared in multiple counterparts. Each counterpart,
28 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, Respondent Physician hereby expressly,
knowingly, and intentionally waive the 21-working days notice requirement pursuant
to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
the agenda for the Board's approval in the month of October, 2009.

LANCE BETSON, D.O.



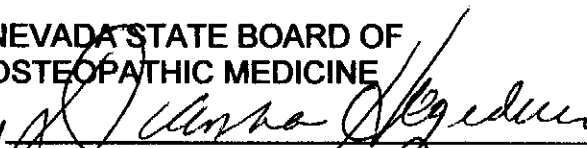
Osteopathic Physician
Dated: 9/16/09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: 

S. Paul Edwards, Esq.
Investigating Board Member
Dated: 10/5/09

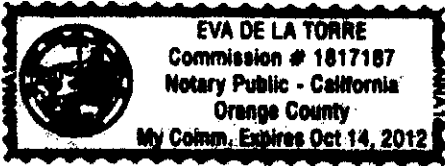
NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: 

Dianna Hegeduis, Executive Director -
Board Counsel
Dated: 9-21-09

ACKNOWLEDGEMENT

1 On this the 16 day of Sept, 2009, the said LANCE BETSON, D.O.,
2 personally appeared before me, a notary public, and signed the above document, freely and
3 voluntarily, under no duress.
4



Eva De La Torre
Notary Public

ORDER OF THE BOARD

8
9 **IT IS SO ORDERED.**

10 **IT IS FURTHER ORDERED** that should Dr. Betson fail to comply with any terms or
11 conditions of this Agreement, Dr. Betson will be in breach of this Agreement; and this
12 Agreement will be null and void. The Board may take whatever action it deems appropriate,
13 including but not limited to proceeding with the administrative action against Dr. Betson.
14 Should this Agreement become null and void by Dr. Betson's failure to comply with terms or
15 conditions of this Agreement, the Board may not only pursue an administrative action against
16 Dr. Betson, but the Board may also seek the maximum fees, fines, and costs.
17

18 DATED this 5 day of OCT, 2009.

19 NEVADA STATE BOARD OF
20 OSTEOPATHIC MEDICINE

21 BY: Daniel Curtis
22 Daniel Curtis, D.O., President of the
23 Board
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