

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT)
3 AGAINST)
4 PHILLIS BOYD, D.O., LIC. # 573)
5 RESPONDENT.)

NV STATE BOARD OF
OSTEOPATHIC MEDICINE
Case No. ~~1000010004~~
Filed: **JAN 06 2010**
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 Phillis Boyd, D.O. ("Dr.
13 Boyd") (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, ascertained certain
18 information regarding a prior lawsuit filed against Dr. Boyd. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licensees.
- 21 B. WHEREAS, the Investigative Board Member alleged that Dr. Boyd failed to timely
22 report both the verdict and the ultimate settlement of a lawsuit filed by patient "L.Z." and
23 such failures are violations of NRS 633.527. Although the Respondent reported the
24 settlement of the lawsuit on her renewal application for 2009, submitted in 2008,
25 Respondent did not report the July 2005 verdict on her renewal application for 2006.
26 The Board does acknowledge Dr. Boyd's response that the copy of NRS chapter 633
27 given to her in 1992 did not have the reporting statute contained therein inasmuch as
28 they were not enacted by the Legislature until 2003.
- 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 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
10 . . . statement . . . in applying for a license to practice osteopathic medicine or in
11 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
12 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
13 proceeding; and such discipline may include a fine, reprimands, the suspension of the
14 license to practice osteopathic medicine in the State of Nevada, and even the
15 revocation of the license to practice osteopathic medicine in the State of Nevada.
- 16 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
17 person reasonable attorney's fees and costs that are incurred by the regulatory body as
18 part of its investigative, administrative and disciplinary proceedings against the person
19 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 20 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
21 Board to file a formal disciplinary complaint.
- 22 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
23 parties and will then be offered to the Board for the entire Board's approval at the next
24 Board meeting, with the recommendation of the Investigating Board Member that this
25 matter be settled. The Agreement shall not become effective until it has been
26 approved by a majority of the Board and endorsed by a representative member of the
27 Board.
- 28 H. WHEREAS, Dr. Boyd understands that the Board is free to accept or reject this
Agreement and, if rejected by the Board, a formal disciplinary complaint may 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. Boyd 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. Boyd 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. Boyd 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. Boyd has elected to enter into this
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Boyd 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. Boyd has had the opportunity to obtain the advice from competent
2 counsel of her choice concerning the terms and conditions of this Agreement and the
3 execution thereof. No coercion has been exerted upon Dr. Boyd, nor have any
4 promises been made other than those reflected in this Agreement. Dr. Boyd freely and
5 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
6 addressed herein. Dr. Boyd has executed this Agreement only after a careful reading
7 of it and a full understanding of all its terms.
- 8 N. WHEREAS, Dr. Boyd is fully aware of her rights to contest the charges pending against
9 him. These rights include: representation by an attorney at her 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 her, the right to present evidence on her
12 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. Boyd 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. Boyd acknowledges that the failure to report allegations are true, and each such
26 act (failure to timely report the lawsuit) is a violation of NRS chapter 633 and
27 discipline is permissible under Nevada law. In exchange for the Board not pursuing
28 an administrative action and Dr. Boyd not pursuing subsequent reviews by the
appropriate appellate Courts, the parties have agreed to resolve the current matter,
and only this matter. Dr. Boyd will henceforth insure that all lawsuits involving her
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. Boyd. 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 SOLELY FOR THE
NON-REPORTING VIOLATION, I.E., NOT FOR ANY ALLEGATIONS
REGARDING UNPROFESSIONAL CONDUCT AND/OR REGARDING THE
PHYSICIAN'S COMPETENCY.**
- B. Dr. Boyd agrees to pay the sum of Five Hundred Dollars (\$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 633.470(2)(b)(6). Such amount
shall be payable in full upon execution of this agreement.

- 1 C. Should Dr. Boyd fail to satisfy and pay the indebtedness of \$500.00 in a timely
2 manner as discussed herein, Dr. Boyd understands and agrees that she will be
3 considered in default of this Agreement, and this agreement will be null and void,
4 with the Respondent receiving credit for payments made to date. The Board may
5 take whatever action it deems appropriate, including but not limited to reducing the
6 balance to judgment pursuant to NRS chapter 353C.
- 7 D. The Respondent, Dr. Boyd, agrees to bear her own fees and costs, including the
8 fees and expenses of her own attorney(s) if applicable.
- 9 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
10 the parties hereto and their respective heirs, personal representatives, assigns and
11 successors in interest of each party.
- 12 F. This Agreement and Order shall be construed in accordance with the laws of the
13 State of Nevada.
- 14 G. This settlement agreement consists of six (6) pages and embodies the entire
15 agreement between the Board and the osteopathic physician. It may not be altered,
16 amended or modified without the express consent of the parties, and any
17 subsequent alteration, amendment, or modification shall be in writing and subject to
18 approval by the Board.
- 19 H. In consideration for the execution of this Agreement, Dr. Boyd hereby releases and
20 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
21 Nevada State Attorney General's Office (as counsel for the Board), and each of
22 their representatives, investigators, and employees, in their individual and
23 representative capacity (collectively the State of Nevada Agencies) from any and all
24 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
25 and demands whatsoever known or unknown, in law and in equity, that she may
26 have had, now has, may have had, or claim to have against any and all of the
27 persons and entities named in this paragraph arising out of, or by reason of, the
28 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. Boyd, for herself, her 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 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.

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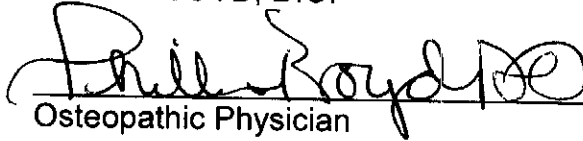
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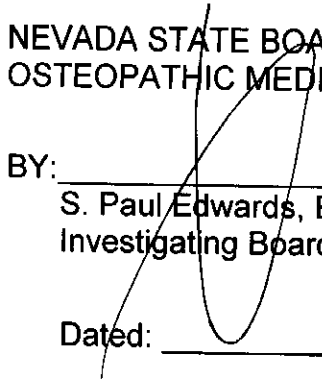
1 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly,
2 knowingly, and intentionally waive the 21-working days notice requirement pursuant
3 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
4 the agenda for the Board's approval in the month of January, 2010.

5 PHILLIS BOYD, D.O.

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7 Osteopathic Physician

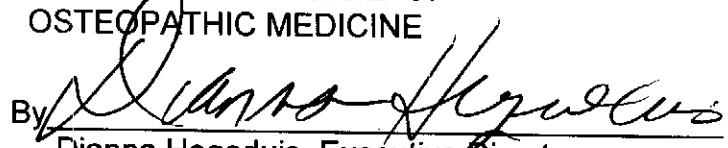
8 Dated: 12-11-09

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

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

14 Dated: _____

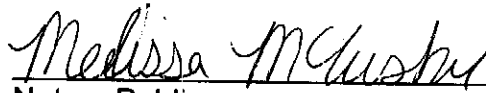
15 NEVADA STATE BOARD OF
16 OSTEOPATHIC MEDICINE

17 BY: 
18 Dianna Hegeduis, Executive Director -
19 Board Counsel

20 Dated: 1-5-2010

21 **ACKNOWLEDGEMENT**

22 On this the 11 day of December, 2009, the said PHILLIS BOYD, D.O.,
23 personally appeared before me, a notary public, and signed the above document, freely and
24 voluntarily, under no duress.

25 
26 Notary Public



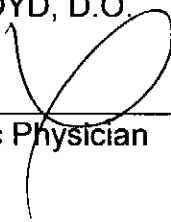
27 **ORDER OF THE BOARD**

28 **IT IS SO ORDERED.**

IT IS FURTHER ORDERED that should Dr. Boyd fail to comply with any terms or
conditions of this Agreement, Dr. Boyd 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. Boyd. Should

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 January, 2010.

5 PHILLIS BOYD, D.O.

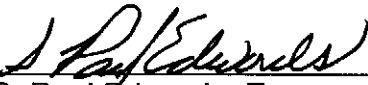
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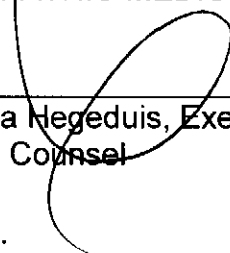
7 Osteopathic Physician

8 Dated: _____

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

11 NEVADA STATE BOARD OF
12 OSTEOPATHIC MEDICINE

13 BY: 
14 S. Paul Edwards, Esq.
15 Investigating Board Member

16 By 
17 Dianna Hegeduis, Executive Director -
18 Board Counsel

19 Dated: 12/7/09

20 Dated: _____

21 **ACKNOWLEDGEMENT**

22 On this the _____ day of _____, 2009, the said PHILLIS BOYD, D.O.,
23 personally appeared before me, a notary public, and signed the above document, freely and
24 voluntarily, under no duress.

25 _____
26 Notary Public

27 **ORDER OF THE BOARD**

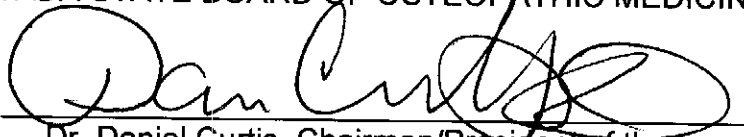
28 **IT IS SO ORDERED.**

IT IS FURTHER ORDERED that should Dr. Boyd fail to comply with any terms or
conditions of this Agreement, Dr. Boyd 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. Boyd. Should

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

4 DATED this 5th day of January, 2010.

5 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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7 BY: 

8 Dr. Daniel Curtis, Chairman/President of the
9 Board

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