



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

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

1 the right to a public hearing on any charges or allegations filed, the right to confront and  
2 cross-examine witnesses called to testify against him, the right to present evidence on  
3 his own behalf, the right to compulsory process to secure the attendance of such  
4 witnesses, the right to testify on his own behalf, the right to receive written findings of  
5 fact and conclusions of law supporting the decision on the merits of the complaint and  
6 the right to obtain judicial review of the Board's decision. Should the Board accept this  
7 Agreement, Dr. Carrison voluntarily waives these rights.

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

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

### 15 III. TERMS OF THE AGREEMENT

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

33 B. Dr. Carrison agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine  
34 imposed for having violated NRS 633.527(1) for the failure to ~~timely~~ report the  
35 filing/service of the lawsuit. This sum ~~includes all fees~~ and costs incurred by the  
36 Board up to and including the approval of this settlement agreement by the Board at  
37 its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount  
38 shall be payable in the amount of \$ 500.<sup>00</sup> per month beginning on the 15 day  
39 of ~~Dec~~ Feb, 2009, and such amount shall continue to be due thereafter on the  
40      day of each month, until the full amount of Five Hundred Dollars is paid.

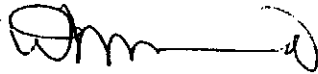
41 C. Should Dr. Carrison fail to satisfy and pay the indebtedness of \$500.00 in a timely  
42 manner as discussed herein, Dr. Carrison ~~understands~~ and agrees that he will be  
43 considered in default of this Agreement, and this agreement will be null and void,  
44 with the Respondent receiving credit for payments made to date. The Board may  
45 take whatever action it deems appropriate, including but not limited to reducing the  
46 balance to judgment pursuant to NRS chapter 353C.

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

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

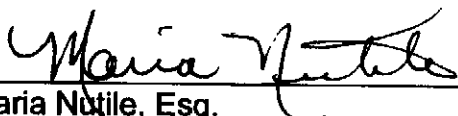
5 DALE CARRISON, D.O.

6 

7 Osteopathic Physician

8 Dated: 11/30/09

9 NUTILE PITZ & ASSOCIATES

10 By 

11 Maria Nutile, Esq.

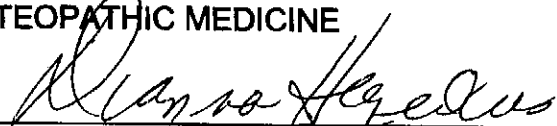
12 Dated: 12/1/09

13 NEVADA STATE BOARD OF  
14 OSTEOPATHIC MEDICINE

15 BY:   
16 S. Paul Edwards, Esq.  
17 Investigating Board Member

18 Dated: 12/4/09

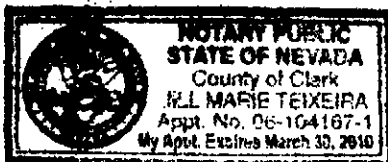
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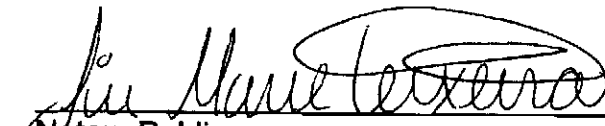
21 By   
22 Dianna Hegeduis, Executive Director -  
23 Board Counsel

24 Dated: 12-4-09

25 **ACKNOWLEDGEMENT**

26 On this the 30 day of December, 2009, the said DALE CARRISON, D.O.,  
27 personally appeared before me, a notary public, and signed the above document, freely and  
28 voluntarily, under no duress.



  
Notary Public

29 **ORDER OF THE BOARD**

30 **IT IS SO ORDERED.**

31 **IT IS FURTHER ORDERED** that should Dr. Carrison fail to comply with any terms or  
32 conditions of this Agreement, Dr. Carrison will be in breach of this Agreement; and this  
33 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
34

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 DALE CARRISON, D.O.

NUTILE PITZ & ASSOCIATES

6   
Osteopathic Physician

By   
Maria Nutile, Esq.

7 Dated: 11/30/09

Dated: 12/1/09

8 NEVADA STATE BOARD OF  
9 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

10 BY: \_\_\_\_\_

By   
Dianna Hegeduis, Executive Director -  
Board Counsel

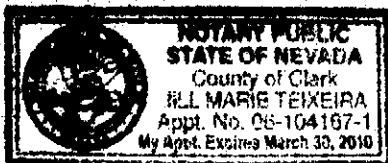
11 S. Paul Edwards, Esq.  
12 Investigating Board Member

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

Dated: 12-4-09

14  
15 **ACKNOWLEDGEMENT**

16 On this the 30 day of November, 2009, the said DALE CARRISON, D.O.,  
17 personally appeared before me, a notary public, and signed the above document, freely and  
18 voluntarily, under no duress.



21   
Notary Public

22  
23 **ORDER OF THE BOARD**

24 **IT IS SO ORDERED.**

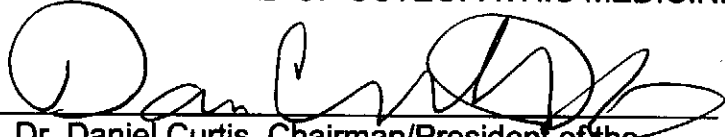
25 **IT IS FURTHER ORDERED** that should Dr. Carrison fail to comply with any terms or  
26 conditions of this Agreement, Dr. Carrison will be in breach of this Agreement; and this  
27 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
28

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

5 DATED this 8<sup>th</sup> day of DECEMBER, 2009.

6 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

7  
8 BY:



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