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2 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
3 **IN THE MATTER OF THE COMPLAINT**
4 **AGAINST**
5 **JOHN COYLE, D.O.,**
6 **RESPONDENT.**

NV STATE BOARD OF
OSTEOPATHIC MEDICINE
Case No.: MA0905055

NOV 02 2009

Filed:

FILED

Executive Director

7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board
11 Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the
12 Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and John Coyle, D.O. ("Dr.
13 Coyle") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

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- 17 A. WHEREAS, the Board, through Investigative Board Member Milne, ascertained certain
18 information regarding prior lawsuits filed against Dr. Coyle. 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. Coyle failed to timely
22 report the filing of three different lawsuits pertaining to three patients, i.e., Patient #1 a
23 diabetic inmate, Patient #2 with a knee injury, and Patient #3 with a bleeding
24 gastrointestinal ulcer. As of June, 2009, the Board is aware of the fact that Dr. Coyle
25 has not timely reported the resolution of the cases involving Patients #1 and #2.
26 Additionally, the resolution information pertaining to the lawsuits pertaining to Patients
27 #1 and #2 were not disclosed on the licensee's renewal applications for 2007 and
28 2009, submitted to the Board in 2006 and 2008, respectively. The information
pertaining to the initial filing of the lawsuit regarding Patient #2 was also not mentioned
in the appropriate renewal application. In defense of Dr. Coyle, it was his belief that
these suits were for violations of the 8th Amendment to the United States Constitution
which prevents cruel and unusual treatment under the color of law, rather than medical
malpractice.
- C. The failure to timely report the filing of the lawsuits **and** the failure to timely report the
settlement of the two cases are **EACH** a violation of NRS 633.527(1).

- 1 D. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any
2 action for malpractice against the osteopathic physician not later than 45 days after the
3 osteopathic physician receives service of a summons and complaint for the action;
4 (b) any claim for malpractice against the osteopathic physician that is submitted to
5 arbitration or mediation not later than 45 days after the claim is submitted to arbitration
6 or mediation; (c) any settlement, award, judgment or other disposition or any action or
7 claim described in paragraphs (a) or (b) not later than 45 days after the settlement,
8 award, judgment or other disposition; and (d) any sanctions imposed against the
9 osteopathic physician that are reportable to the National Practitioner Data Bank not
10 later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should
11 the Board find "that an osteopathic physician has violated any provision of this section,
12 the Board may impose a fine of not more than \$5,000 against the osteopathic
13 physician **for each violation, in addition to any other fines or penalties permitted**
14 **by law.**" (Emphasis added.) This statute was added to the law in 2003. By the use of
15 the word "shall" by the Nevada State Legislature in this statute, the Legislature
16 intended to mandatorily require all osteopathic physicians to report any of the four (4)
17 events mentioned in the statute.
- 18 E. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
19 . . . statement . . . in applying for a license to practice osteopathic medicine or in
20 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
21 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
22 proceeding; and pursuant to NRS 633.651, such discipline may include public
23 reprimands, the suspension of the license to practice osteopathic medicine in the State
24 of Nevada, and even the revocation of the license to practice osteopathic medicine in
25 the State of Nevada.
- 26 F. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
27 person reasonable attorney's fees and costs that are incurred by the regulatory body
28 as part of its investigative, administrative and disciplinary proceedings against the
person if the regulatory body" either enters a final order or enters into a settlement
agreement.
- G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
Board to file a formal disciplinary complaint regarding the failure to report and the
inaccurate/incomplete applications for renewal.
- H. WHEREAS, the parties understand that this Agreement will be signed by the
respective parties and will then be offered to the Board for the entire Board's approval
at the next Board meeting, with the recommendation of the Investigating Board
Member that this matter be settled. The Agreement shall not become effective until it
has been approved by a majority of the Board and endorsed by a representative
member of the Board.
- I. WHEREAS, Dr. Coyle 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. Coyle 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.

- 1 J. WHEREAS, Dr. Coyle acknowledges that the Board will retain jurisdiction over this
2 matter until all terms and conditions set forth in this Agreement and Order have been
3 met to the satisfaction of the Board.
- 4 K. WHEREAS, Dr. Coyle acknowledges that the Board had a reasonable basis to believe
5 that the statutes and/or regulations regulating the practice of Osteopathic Medicine in
6 the State of Nevada may have been violated.
- 7 L. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
8 and to save further costs and expenses, Dr. Coyle has elected to enter into this
9 Agreement to resolve this matter, and this matter only.
- 10 M. WHEREAS, Dr. Coyle acknowledges that once accepted by the Board, this Agreement
11 and all associated documentation become a matter of public record (with the exception
12 of medical information related to the patient).
- 13 N. WHEREAS, Dr. Coyle has had the opportunity to obtain the advice from competent
14 counsel of his choice concerning the terms and conditions of this Agreement and the
15 execution thereof. No coercion has been exerted upon Dr. Coyle, nor have any
16 promises been made other than those reflected in this Agreement. Dr. Coyle freely and
17 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
18 addressed herein. Dr. Coyle has executed this Agreement only after a careful reading
19 of it and a full understanding of all its terms.
- 20 O. WHEREAS, Dr. Coyle is fully aware of his rights to contest the charges pending
21 against him. These rights include: representation by an attorney at his own expense,
22 the right to a public hearing on any charges or allegations filed, the right to confront
23 and cross-examine witnesses called to testify against him, the right to present evidence
24 on his own behalf, the right to compulsory process to secure the attendance of such
25 witnesses, the right to testify on his own behalf, the right to receive written findings of
26 fact and conclusions of law supporting the decision on the merits of the complaint and
27 the right to obtain judicial review of the Board's decision. Should the Board accept this
28 Agreement, Dr. Coyle voluntarily waives these rights.
- P. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
of the State of Nevada.
- Q. WHEREAS, this Agreement and Order contains a complete description of the
agreement between the parties and it supersedes any previous agreements between
the parties. All material representations, understandings and promises of the parties
are contained in this Agreement. Any modifications must be set forth in writing, signed
by all the parties, and approved by the Board.

21 **III. TERMS OF THE AGREEMENT**

- 22 A. Dr. Coyle acknowledges that he now understands that if the failure to report
23 allegations pertaining to the different lawsuits and the inaccurate/incomplete
24 information contained within the renewal applications were true, then each such act
25 would be a violation of NRS chapter 633 and discipline would be permissible under
26 Nevada law. Dr. Coyle has credibly argued that they are not lawsuits for medical
27 malpractice but are lawsuits for violation of the 8th Amendment to the United States
28 Constitution, i.e., the prohibition against cruel and unusual punishment. In
exchange for the Board not pursuing an administrative action and Dr. Coyle not
pursuing subsequent reviews by the appropriate appellate Courts, the parties have
agreed to resolve the current matter, and only this matter. Dr. Coyle will henceforth
insure that all lawsuits involving himself will be timely and accurately reported to the
Board, and the failure to do so may result in the Board bringing a disciplinary action

1 against the osteopathic medical license issued by the Board to Dr. Coyle. If any
2 lawsuit is not reported to the Board, such will be in violation of this agreement as
3 well as the applicable statutes. **THE BOARD ACKNOWLEDGES, AND THE**
4 **PARTIES DO HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND**
5 **HAS NOT BEEN FILED BY THE BOARD AND THAT THE PARTIES HAVE**
6 **SIMPLY AGREED TO AN ADMINISTRATIVE FINE AS SET FORTH HEREIN,**
7 **BEING ASSESSED FOR FAILURE TO TIMELY REPORT THE CASES, I.E., THE**
8 **PHYSICIAN IS NOT BEING ASSESSED A FINE FOR ANY ALLEGATIONS**
9 **REGARDING UNPROFESSIONAL CONDUCT AND/OR REGARDING THIS**
10 **PHYSICIAN'S COMPETENCY.**

- 11 B. Dr. Coyle agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
12 imposed for having violated NRS 633.527(1) for the failure to timely report the
13 filing/service of the three (3) different lawsuits and the failure to timely report the
14 settlement of the two (2) different cases, and the filing of the inaccurate license
15 renewal applications. This sum includes all fees and costs incurred by the Board
16 up to and including the approval of this settlement agreement by the Board at its
17 next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount
18 shall be payable at the time of the execution of this agreement by Dr. Coyle.
- 19 C. Should Dr. Coyle fail to satisfy and pay the indebtedness of \$500.00 in a timely
20 manner as discussed herein, Dr. Coyle understands and agrees that he will be
21 considered in default of this Agreement, and this agreement will be null and void,
22 with the Respondent receiving credit for payments made to date. The Board may
23 take whatever action it deems appropriate, including but not limited to reducing the
24 balance to judgment pursuant to NRS chapter 353C.
- 25 D. The Respondent, Dr. Coyle, agrees to bear his own fees and costs, including the
26 fees and expenses of his own attorney(s) if applicable.
- 27 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
28 the parties hereto and their respective heirs, personal representatives, assigns and
successors in interest of each party.
- F. This Agreement and Order shall be construed in accordance with the laws of the
State of Nevada.
- G. This settlement agreement consists of six (6) 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, amendment, or modification shall be in writing and subject to
approval by the Board.
- H. In consideration for the execution of this Agreement, Dr. Coyle hereby releases and
forever discharges the State of Nevada, the Board of Osteopathic Medicine, and
the Nevada State Attorney General's Office as counsel for the Board, 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, including those noted in the
administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Coyle, 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

1 their members, agents and employees in their individual and representative
2 capacities against any and all claims, suits, demands, actions, debts, damages,
3 costs, charges, and expenses, including court costs and attorney's fees against any
4 persons or entities as well as all liability, losses, and damages of any nature
5 whatsoever that the persons and entities named in this paragraph shall have or
6 may at any time sustain or suffer by reason of this investigation, this disciplinary
7 action, this settlement or its administration.

- 8 J. This document may be prepared in multiple counterparts. Each counterpart,
9 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
10 shall be deemed an original hereof if executed by each of the Parties hereto.
11 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly,
12 knowingly, and intentionally waive the 21-working days notice requirement pursuant
13 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
14 the agenda for the Board's approval in the month of NOVEMBER, 2009.

15 JOHN F. COYLE, D.O.

16 John F. Coyle

17 Osteopathic Physician

18 Dated: 10/02/09

19 NEVADA STATE BOARD OF
20 OSTEOPATHIC MEDICINE

21 BY: C. Dean Milne

22 C. Dean Milne, D.O., Vice Chairman -
23 Investigating Board Member

24 Dated: 11-2-09

25 NEVADA STATE BOARD OF
26 OSTEOPATHIC MEDICINE

27 BY: Dianna Hegeduis

28 Dianna Hegeduis, Executive Director -
Board Counsel

Dated: 10-16-09

ACKNOWLEDGEMENT

On this the 2nd day of October, 2009, the said JOHN F. COYLE, D.O.,
personally appeared before me, a notary public, and signed the above document, freely and
voluntarily, under no duress.



Sarah Gardner
Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Coyle fail to comply with any terms or
conditions of this Agreement, Dr. Coyle will be in breach of this Agreement; and this

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

6 DATED this 2 day of November, 2009.

7 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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10 BY: 

~~Dr. Daniel Curtis, D.O., President of the~~
11 ~~Board~~

12 DR. SCOTT E. MANTHEFI, D.O.
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