

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

2 IN THE MATTER OF THE COMPLAINT)

3 AGAINST)

4 MICHAEL CROVETTI, JR., D.O.)

 License No. 834)

5 RESPONDENT.)

Case No.: MA0911003

Filed: **NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

MAY 05 2010

6
7 **SETTLEMENT AGREEMENT AND ORDER FILED**

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 Michael Crovetti, Jr.,
13 D.O. ("Dr. Crovetti") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

- 16 A. WHEREAS, the Board, through Investigative Board Member, ascertained certain
17 information regarding a prior lawsuit filed against Dr. Crovetti. The information was
18 ascertained as a result of the Board's staff due diligence in investigating its
19 applicants/licensees.
- 20 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
21 (1) Respondent failed to timely report the settlement of the lawsuit involving Patient
22 "D.M." and failed to properly note the same in his renewal application for 2008,
23 submitted in 2007. (2) Respondent failed to timely report the filing of a lawsuit by
24 patient "J.H." as well as the settlement of that lawsuit. The settlement of this case was
25 also not noted in Respondent's renewal application for 2010 submitted in December
26 2009. (3) Respondent failed to timely report the filing of a lawsuit by patient "M.A."
27 The IBM has alleged all such failures are violations of NRS chapter 633 as discussed
28 hereinafter.
- C. 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

1 sanctions imposed against the osteopathic physician that are reportable to the National
2 Practitioner Data Bank not later than 45 days after the sanctions are imposed. NRS
3 633.527(2) states that should the Board find "that an osteopathic physician has violated
4 any provision of this section, **the Board may impose a fine of not more than \$5,000**
5 **against the osteopathic physician for each violation, in addition to any other fines**
6 **or penalties permitted by law.**" (Emphasis added.) This statute was added to the
7 law in 2003. By the use of the word "shall" by the Nevada State Legislature in this
8 statute, the Legislature intended to mandatorily require all osteopathic physicians to
9 report any of the four (4) events mentioned in the statute.

- 10 D. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
11 person reasonable attorney's fees and costs that are incurred by the regulatory body as
12 part of its investigative, administrative and disciplinary proceedings against the person
13 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 14 E. WHEREAS, while Dr. Croveti does not admit to any of the allegations contained
15 herein, the parties have agreed to settle this matter, rather than requiring the Board to
16 file a formal disciplinary complaint.
- 17 F. WHEREAS, the parties understand that this Agreement will be signed by the respective
18 parties and will then be offered to the Board for the entire Board's approval at the next
19 Board meeting, with the recommendation of the Investigating Board Member that this
20 matter be settled. The Agreement shall not become effective until it has been
21 approved by a majority of the Board and endorsed by a representative member of the
22 Board.
- 23 G. WHEREAS, Dr. Croveti 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. Croveti
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.
- H. WHEREAS, Dr. Croveti 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. Croveti 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, and without admitting that there was any
violations of the NRS, however, to save further costs and expenses, Dr. Croveti has
elected to enter into this Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Croveti 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. Croveti 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. Croveti, nor have any
promises been made other than those reflected in this Agreement. Dr. Croveti freely
and voluntarily entered into this agreement, motivated only by a desire to resolve the

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

3 M. WHEREAS, Dr. Crovetti 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. Crovetti voluntarily waives these rights.

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

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

19 III. TERMS OF THE AGREEMENT

20 A. Dr. Crovetti neither admits or denies that the failure to report allegations are true.
21 However, in exchange for the Board not pursuing an administrative action and Dr.
22 Crovetti not pursuing subsequent reviews by the appropriate appellate Courts, the
23 parties have agreed to resolve the current matter, and only this matter. Dr. Crovetti
24 will henceforth insure that all lawsuits involving him will be timely and accurately
25 reported to the Board, and the failure to do so may result in the Board bringing a
26 disciplinary action against the osteopathic medical license issued by the Board to
27 Dr. Crovetti. If any lawsuit is not reported to the Board, such will be in violation of
28 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 ALLEGED NON-
REPORTING VIOLATION, I.E., NOT FOR ANY ALLEGATIONS REGARDING
UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S
COMPETENCY.**

B. Dr. Crovetti agrees to pay the sum of Three Thousand Five Dollars (\$3,500.00) in
complete settlement of this matter. 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 monthly installments of \$1,000.00 each with the first
payment being due on the 1st day of June, 2010, and a like payment being due on
the 1st day of each month thereafter until said amount is paid in full.

C. Should Dr. Crovetti fail to satisfy and pay the indebtedness of \$3,500.00 in a timely
manner as discussed herein, Dr. Crovetti 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.

- 1 D. The Respondent, Dr. Crovetti, agrees to bear his own fees and costs, including the
fees and expenses of his own attorney(s) if applicable.
- 2 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
3 successors in interest of each party.
- 4 F. This Agreement and Order shall be construed in accordance with the laws of the
State of Nevada.
- 5 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,
6 amended or modified without the express consent of the parties, and any
subsequent alteration, amendment, or modification shall be in writing and subject to
7 approval by the Board.
- 8 H. In consideration for the execution of this Agreement, Dr. Crovetti hereby releases
and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
9 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
10 representative capacity (collectively the State of Nevada Agencies) from any and all
manner of actions, causes of actions, suits, debts, judgments, executions, claims,
11 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
12 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
13 administrative complaint on file herein, and other matters relating thereto.
- 14 I. Dr. Crovetti, for himself, his heirs, executors, administrators, successors and
assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
15 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
each of their members, agents and employees in their individual and representative
16 capacities against any and all claims, suits, demands, actions, debts, damages,
costs, charges, and expenses, including court costs and attorney's fees against any
17 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
18 at any time sustain or suffer by reason of this investigation, this settlement or its
administration.
- 19 J. This document may be prepared in multiple counterparts. Each counterpart,
20 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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- 28 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly,
knowingly, and intentionally waive the 21-working days notice requirement pursuant

1 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
2 the agenda for the Board's approval in the month of May, 2010.

3 MICHAEL CROVETTI, JR., D.O.

4 *[Signature]*
5 Osteopathic Physician

6 Dated: 4/1/10

7 NEVADA STATE BOARD OF
8 OSTEOPATHIC MEDICINE

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

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

14 By _____
15 Dianna Hegeduis, Executive Director -
16 Board Counsel

17 Dated: _____

18 Dated: _____

19 **ACKNOWLEDGEMENT**

20 On this the 1st day of April, 2010, the said MICHAEL
21 CROVETTI, JR., D.O., personally appeared before me, a notary public, and signed the above
22 document, freely and voluntarily, under no duress.

23 *[Signature]*
24 Notary Public



25 **ORDER OF THE BOARD**

1 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
2 the agenda for the Board's approval in the month of May, 2010.

3 MICHAEL CROVETTI, JR., D.O.

4 *[Signature]*
Osteopathic Physician

5 Dated: 4/1/10
6

7 NEVADA STATE BOARD OF
8 OSTEOPATHIC MEDICINE

9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

11 BY: *[Signature]*
12 S. Paul Edwards, Esq.
13 Investigating Board Member

14 By *[Signature]*
15 Dianna Hegeduis, Executive Director -
16 Board Counsel

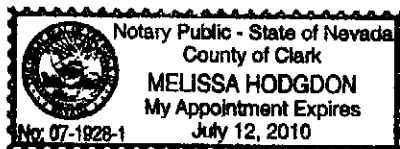
17 Dated: 4/1/2010

18 Dated: 4-19-2010

19 **ACKNOWLEDGEMENT**

20 On this the 1st day of April, 2010 the said MICHAEL
21 CROVETTI, JR., D.O., personally appeared before me, a notary public, and signed the above
22 document, freely and voluntarily, under no duress.

23 *[Signature]*
24 Notary Public



ORDER OF THE BOARD

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

2 IN THE MATTER OF THE COMPLAINT)

3 AGAINST)
4 MICHAEL CROVETTI, JR., D.O.)
5 License No. 834)

6 **RESPONDENT.**

Case No.: MA0911003

Filed: **NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

MAY 05 2010

7 **WRITTEN NOTICE OF ENTRY OF**
8 **ORDER APPROVING AGREEMENT**

FILED

9 PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine
10 approved the Settlement Agreement entered into by the parties to this matter; and a file-
11 stamped copy of the same is attached hereto.

12 DATED THIS 5th day of May, 2010.

13 NEVADA STATE BOARD OF
14 OSTEOPATHIC MEDICINE

15 By 

Dianna Hegeduis, Executive Director -
Board Counsel

16 901 American Pacific Dr., # 180
17 Henderson, NV 89014

18 **CERTIFICATE OF MAILING**

19 I hereby certify that on the 5th day of May, 2010, I served a copy of the foregoing
20 notice, with attached Settlement Agreement/Order, upon the respective parties to this matter
21 by depositing a true copy thereof in the U.S. mail, addressed to them at their last known
address, postage thereon prepaid, addressed as follows:

22 Michael Crovetti, Jr., D.O.
23 2779 Horizon Ridge Pkwy., # 200
24 Henderson, NV 89052

PERSONAL & CONFIDENTIAL

25 

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