



1 or mediation; (c) any settlement, award, judgment or other disposition or any action or  
2 claim described in paragraphs (a) or (b) not later than 45 days after the settlement,  
3 award, judgment or other disposition; and (d) any sanctions imposed against the  
4 osteopathic physician that are reportable to the National Practitioner Data Bank not  
5 later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should  
6 the Board find "that an osteopathic physician has violated any provision of this section,  
7 the Board may impose a fine of not more than \$5,000 against the osteopathic  
8 physician **for each violation, in addition to any other fines or penalties permitted**  
9 **by law.**" (Emphasis added.) This statute was added to the law originally in 2002 and  
10 revised in 2003. By the use of the word "shall" by the Nevada State Legislature in this  
11 statute, the Legislature intended to mandatorily require all osteopathic physicians to  
12 report any of the four (4) events mentioned in the statute.

- 13 E. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
14 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
15 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
16 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
17 proceeding; and such discipline may include public reprimands, the suspension of the  
18 license to practice osteopathic medicine in the State of Nevada, and even the  
19 revocation of the license to practice osteopathic medicine in the State of Nevada.
- 20 F. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
21 person reasonable attorney's fees and costs that are incurred by the regulatory body  
22 as part of its investigative, administrative and disciplinary proceedings against the  
23 person if the regulatory body" either enters a final order or enters into a settlement  
24 agreement.
- 25 G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
26 Board to file a formal disciplinary complaint regarding the failure to report and the  
27 inaccurate/incomplete applications for renewal.
- 28 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. Daulat 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. Daulat  
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.
- J. WHEREAS, Dr. Daulat 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.
- K. WHEREAS, Dr. Daulat 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.

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

### 18 III. TERMS OF THE AGREEMENT

- 19 A. Dr. Daulat acknowledges that if the failure to report allegations pertaining to the  
20 lawsuit and the inaccurate/incomplete information contained within the renewal  
21 applications were true, then each such act would be a violation of NRS chapter 633  
22 and discipline would be permissible under Nevada law. The Board does  
23 acknowledge that Dr. Daulat has asserted the defense that it was his understanding  
24 that his employer, Fremont Medical, would report the filing of the lawsuit and the  
25 settlement thereof. In exchange for the Board not pursuing an administrative action  
26 and Dr. Daulat not pursuing subsequent reviews by the appropriate appellate  
27 Courts, the parties have agreed to resolve the current matter, and only this matter.  
28 Dr. Daulat 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 against the osteopathic medical license issued by the  
Board to Dr. Daulat. If any lawsuit is not reported to the Board, such will be in  
violation of this agreement as well as the applicable statutes.
- B. Dr. Daulat agrees to pay the sum of Three Thousand Dollars (\$3,000.00) as the  
fine imposed for having violated NRS 633.527(1) for the failure to timely report the  
filing of the lawsuit, the failure to timely report the arbitration of the same, and the  
failure to timely report the settlement of the case, and the filing of the inaccurate

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license renewal applications. 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 the amount of \$ \_\_\_\_\_ per month beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and such amount shall continue to be due thereafter on the \_\_\_\_\_ day of each month, until the full amount of Three Thousand Dollars is paid.

- C. Should Dr. Daulat fail to satisfy and pay the indebtedness of \$3,000.00 in a timely manner as discussed herein, Dr. Daulat 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. Daulat, 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 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. Daulat 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. Daulat, 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 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 disciplinary action, this settlement or its administration.

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1 J. This document may be prepared in multiple counterparts. Each counterpart,  
2 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
3 shall be deemed an original hereof if executed by each of the Parties hereto.

4 GAUTAM DAULAT, D.O.

5 \_\_\_\_\_  
6 Osteopathic Physician

7 Dated: \_\_\_\_\_

8 NEVADA STATE BOARD OF  
9 OSTEOPATHIC MEDICINE

10 BY: *Lisa Miller-Roche*  
11 Lisa Miller-Roche, Esq.,  
12 Investigating Board Member

13 Dated: 7-1-09

14 NEVADA STATE BOARD OF  
15 OSTEOPATHIC MEDICINE

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

19 Dated: \_\_\_\_\_

20 **ACKNOWLEDGEMENT**

21 On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, the said GAUTAM DAULAT, D.O.,  
22 personally appeared before me, a notary public, and signed the above document, freely and  
23 voluntarily, under no duress.

24 \_\_\_\_\_  
25 Notary Public

26 **ORDER OF THE BOARD**

27 **IT IS SO ORDERED.**

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

Should this Agreement become null and void by Dr. Daulat's failure to comply with terms or

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1 J. This document may be prepared in multiple counterparts. Each counterpart,  
2 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
3 shall be deemed an original hereof if executed by each of the Parties hereto.

4 GAUTAM DAULAT, D.O.

*Gautam Daulat*

Osteopathic Physician

Dated: 8-26-09

6 NEVADA STATE BOARD OF  
7 OSTEOPATHIC MEDICINE

8 BY: \_\_\_\_\_

9 Lisa Miller-Roche, Esq.,  
Investigating Board Member

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

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

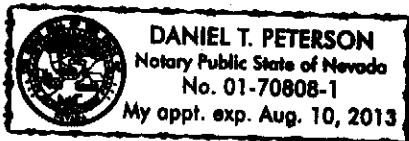
By *Dianna Hegeduis*

Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 8-28-09

11 **ACKNOWLEDGEMENT**

12 On this the 26<sup>th</sup> day of August, 2009, the said GAUTAM DAULAT, D.O.,  
13 personally appeared before me, a notary public, and signed the above document, freely and  
14 voluntarily, under no duress.



*Daniel T. Peterson*  
16 Notary Public

17 **ORDER OF THE BOARD**

18 **IT IS SO ORDERED.**

19 **IT IS FURTHER ORDERED** that should Dr. Daulat fail to comply with any terms or  
20 conditions of this Agreement, Dr. Daulat will be in breach of this Agreement; and this  
21 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
22 including but not limited to proceeding with the administrative action against Dr. Daulat.

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

3 DATED this 5 day of Oct, 2009.

4 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

5  
6 BY:



7 Daniel Curtis, D.O. President-Chairman  
8 Of the Board  
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