

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT
3 AGAINST
4 EUGENE DREYER, D.O., LIC. # 553
5 RESPONDENT.

NV STATE BOARD OF
OSTEOPATHIC MEDICINE
Case No.: MA 0907070
OCT 05 2009

Filed: **FILED**
Dianna Hegeduis
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 Lisa Miller-Roche, Esq., Investigative Board Member ("Ms. Miller-Roche" or
11 "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the
12 Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Eugene
13 Dreyer, D.O. ("Dr. Dreyer") (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 Miller-Roche, ascertained
18 certain information regarding a prior lawsuit filed against Dr. Dreyer. The information
19 was ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenseses.
- 21 B. WHEREAS, the Investigative Board Member alleged that Dr. Dreyer failed to report a
22 lawsuit being filed regarding a patient with the initials of "S.V.V." and such failure is a
23 violation of NRS 633.527. The Investigative Board Member does note that such
24 information was contained within Dr. Dreyer's license renewal application.
25 Documentation was also provided that correspondence was drafted to the Board, dated
26 April 4, 2008, advising the Board of the lawsuit. Inadvertently, however, the
27 correspondence was neither mailed nor faxed to the Board's offices.
- 28 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 Bank not
later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should

1 the Board find "that an osteopathic physician has violated any provision of this section,
2 the Board may impose a fine of not more than \$5,000 against the osteopathic physician
3 **for each violation, in addition to any other fines or penalties permitted by law.**"
4 (Emphasis added.) This statute was added to the law in 2003. By the use of the word
5 "shall" by the Nevada State Legislature in this statute, the Legislature intended to
6 mandatorily require all osteopathic physicians to report any of the four (4) events
7 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. Dreyer 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. Dreyer
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. Dreyer 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. Dreyer 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. Dreyer has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Dreyer 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. Dreyer 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. Dreyer, nor have any
promises been made other than those reflected in this Agreement. Dr. Dreyer freely
and voluntarily entered into this agreement, motivated only by a desire to resolve the
issues addressed herein. Dr. Dreyer has executed this Agreement only after a careful
reading of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Dreyer 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. Dreyer 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. Dreyer acknowledges that the failure to report allegations are true, and each
17 such act (failure to timely report the lawsuit and failure to timely report the
18 settlement) is a violation of NRS chapter 633 and discipline is permissible under
19 Nevada law. In exchange for the Board not pursuing an administrative action and
20 Dr. Dreyer not pursuing subsequent reviews by the appropriate appellate Courts,
21 the parties have agreed to resolve the current matter, and only this matter. Dr.
22 Dreyer will henceforth insure that all lawsuits involving himself will be timely and
23 accurately reported to the Board, and the failure to do so may result in the Board
24 bringing a disciplinary action against the osteopathic medical license issued by the
25 Board to Dr. Dreyer. If any lawsuit is not reported to the Board, such will be in
26 violation of this agreement as well as the applicable statutes.

27 B. Dr. Dreyer agrees to pay the sum of Five Hundred Dollars (~~\$500.00~~) as the fine
28 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 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 Five Hundred Dollars is paid.

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

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

37 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
38 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.

D. in
Full
OK
7-31-09

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

EUGENE DREYER, D.O.

Osteopathic Physician

Dated: _____

21 NEVADA STATE BOARD OF
22 OSTEOPATHIC MEDICINE

23 BY *Lisa Miller-Roche*
24 Lisa Miller-Roche, Esq.
Investigating Board Member

Dated: 7-31-09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

23 BY *Dianna Hegeduis*
24 Dianna Hegeduis, Executive Director -
Board Counsel


Dated: 7-31-09

ACKNOWLEDGEMENT

26 On this the _____ day of _____, 2009, the said EUGENE DREYER, D.O.,
27 personally appeared before me, a notary public, and signed the above document, freely and
28


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

EUGENE DREYER, D.O.




 Osteopathic Physician
 Dated: 7/24/09

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

BY: 

 James Anthony, D.O.,
 Investigating Board Member
 Dated: _____

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

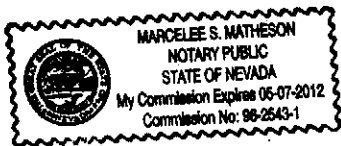
By 

 Dianna Hegeduis, Executive Director -
 Board Counsel
 Dated: _____

ACKNOWLEDGEMENT

On this the 24th day of July, 2009, the said EUGENE DREYER, D.O.,
 personally appeared before me, a notary public, and signed the above document, freely and

1 voluntarily, under no duress.



2 Marcellee S. Matheson
3 Notary Public

4 **ORDER OF THE BOARD**

5 **IT IS SO ORDERED.**

6 **IT IS FURTHER ORDERED** that should Dr. Dreyer fail to comply with any terms or
7 conditions of this Agreement, Dr. Dreyer will be in breach of this Agreement; and this
8 Agreement will be null and void. The Board may take whatever action it deems appropriate,
9 including but not limited to proceeding with the administrative action against Dr. Dreyer.
10 Should this Agreement become null and void by Dr. Dreyer's failure to comply with terms or
11 conditions of this Agreement, the Board may not only pursue an administrative action against
12 Dr. Dreyer, but the Board may also seek the maximum fees, fines, and costs.

13 DATED this 5th day of October, 2009.

14 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

15 BY: Daniel Curtis
16 Dr. Daniel Curtis, Chairman/President of the
17 Board
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