

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING )  
GEORGE FIELDS, D.O., LIC. NO. 1207, )  
RESPONDENT. )

Case No.: AD0911002

Filed: NV STATE BOARD OF OSTEOPATHIC MEDICINE

JUN 16 2010

SETTLEMENT AGREEMENT AND ORDER **FILED**

**I. PARTIES**

This Settlement Agreement and Order ("Agreement and Order") is made by and between James Anthony, J.D., D.O., Investigative Board Member ("Dr. Anthony" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and George Fields, D.O. ("Dr. Fields") (collectively referred to as "the Parties").

**II. RECITALS**

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

- A. WHEREAS, the Board, through the Investigative Board Member ("IBM"), ascertained certain information regarding Dr. Fields. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licenseses.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
  - (1) Re: patient "EB." Suit was filed in California in 2004 and it was dismissed in 2005. The physician did not timely report the filing of the lawsuit or its dismissal. This lawsuit was, however, reported on the appropriate renewal applications.
  - (2) Re: 2005 DUI case. Respondent's response to the question on the Board's renewal application for 2006, submitted by Respondent in 2005, regarding convictions was inaccurate. Respondent's response to the question on the Board's renewal application for 2005, submitted in 2006, regarding investigations of any criminal conduct, was inaccurate. The IBM has alleged, however, that all such failures are violations of NRS chapter 633 as discussed 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 sanctions imposed against the osteopathic physician that are reportable to the National Practitioner Data

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

- 9 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
10 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
11 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
12 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
13 proceeding; and such discipline may now include public reprimands, the suspension or  
14 revocation of the license to practice osteopathic medicine in the State of Nevada, and  
15 an assessment of a fine not to exceed \$5,000 per violation.
- 16 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
17 person reasonable attorney's fees and costs that are incurred by the regulatory body  
18 as part of its investigative, administrative and disciplinary proceedings against the  
19 person if the regulatory body" either enters a final order or enters into a settlement  
20 agreement.
- 21 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
22 Board to file a formal disciplinary complaint.
- 23 G. WHEREAS, the parties understand that this Agreement will be signed by the  
24 respective parties and will then be offered to the Board for the entire Board's approval  
25 at the next Board meeting, with the recommendation of the Investigating Board  
26 Member that this matter be settled. The Agreement shall not become effective until it  
27 has been approved by a majority of the Board and endorsed by a representative  
28 member of the Board.
- 29 H. WHEREAS, Dr. Fields understands that the Board is free to accept or reject this  
30 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed  
31 and a hearing scheduled on the same. The Board members who review this matter for  
32 approval of this Agreement may be the same members who ultimately hear the  
33 disciplinary complaint if this Agreement is not approved by the Board. Dr. Fields hereby  
34 agrees to waive any rights he might have to challenge the impartiality of the Board to  
35 hear the disciplinary complaint, based on prior knowledge obtained by the Board  
36 through consideration of this Agreement, if after review by the Board, this Agreement is  
37 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded  
38 as null and void.
- 39 I. WHEREAS, Dr. Fields acknowledges that the Board will retain jurisdiction over this  
40 matter until all terms and conditions set forth in this Agreement and Order have been  
41 met to the satisfaction of the Board.
- 42 J. WHEREAS, Dr. Fields acknowledges that the Board had a reasonable basis to believe  
43 that the statutes and/or regulations regulating the practice of Osteopathic Medicine in  
44 the State of Nevada may have been violated.
- 45 K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
46 and to save further costs and expenses, Dr. Fields has elected to enter into this  
47 Agreement to resolve this matter, and this matter only.
- 48 L. WHEREAS, Dr. Fields acknowledges that once accepted by the Board, this Agreement  
49 and all associated documentation become a matter of public record (with the exception  
50 of medical information related to the patient).

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

### 24 III. TERMS OF THE AGREEMENT

- 25 A. Dr. Fields acknowledges that the failure to report allegations are true, and each  
26 such failure is a violation of NRS chapter 633 for which discipline is permissible  
27 under Nevada law. In exchange for the Board not pursuing an administrative action  
28 and Dr. Fields not pursuing subsequent reviews by the appropriate appellate  
Courts, the parties have agreed to resolve the current matter, and only this matter  
pertaining to the issues described in Section II, Paragraph B. Dr. Fields will  
henceforth insure that all lawsuits involving him 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. Fields. If any lawsuit is not reported to the Board, such will be in violation of 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 CHARGE BEING ASSESSED SOLELY TO RESOLVE THE  
NON-REPORTING ISSUES. ALL OTHER ALLEGATIONS HAVE BEEN  
WITHDRAWN AND/OR RESOLVED.**
- B. Dr. Fields agrees to pay the sum of One thousand dollars (\$1,000.00) for having  
violated NRS 633.527(1) for the failure to timely report the events 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 at the  
time of the execution of this agreement.

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- 1 C. Should Dr. Fields fail to satisfy and pay the indebtedness of \$1,000.00 in a timely  
2 manner as discussed herein, Dr. Fields understands and agrees that he will be  
3 considered in default of this Agreement, and this agreement will be null and void,  
4 with the Respondent receiving credit for payments made to date. The Board may  
5 take whatever action it deems appropriate, including but not limited to reducing the  
6 balance to judgment pursuant to NRS chapter 353C.
- 7 D. The Respondent, Dr. Fields, agrees to bear his own fees and costs, including the  
8 fees and expenses of his own attorney(s) if applicable.
- 9 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
10 the parties hereto and their respective heirs, personal representatives, assigns and  
11 successors in interest of each party.
- 12 F. This Agreement and Order shall be construed in accordance with the laws of the  
13 State of Nevada.
- 14 G. This settlement agreement consists of six (6) pages and embodies the entire  
15 agreement between the Board and the osteopathic physician. It may not be  
16 altered, amended or modified without the express consent of the parties, and any  
17 subsequent alteration, amendment, or modification shall be in writing and subject to  
18 approval by the Board.
- 19 H. In consideration for the execution of this Agreement, Dr. Fields hereby releases and  
20 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and  
21 the Nevada State Attorney General's Office (as counsel for the Board), and each of  
22 their representatives, investigators, and employees, in their individual and  
23 representative capacity (collectively the State of Nevada Agencies) from any and all  
24 manner of actions, causes of actions, suits, debts, judgments, executions, claims,  
25 and demands whatsoever known or unknown, in law and in equity, that he may  
26 have had, now has, may have had, or claim to have against any and all of the  
27 persons and entities named in this paragraph arising out of, or by reason of, the  
28 investigation of the allegations raised in this matter, and other matters relating  
29 thereto.
- 30 I. Dr. Fields, for himself, his heirs, executors, administrators, successors and assigns,  
31 hereby indemnifies and holds harmless the State of Nevada, the Nevada State  
32 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of  
33 their members, agents and employees in their individual and representative  
34 capacities against any and all claims, suits, demands, actions, debts, damages,  
35 costs, charges, and expenses, including court costs and attorney's fees against any  
36 persons or entities as well as all liability, losses, and damages of any nature  
37 whatsoever that the persons and entities named in this paragraph shall have or  
38 may at any time sustain or suffer by reason of this investigation, this settlement or  
39 its administration.
- 40 J. This document may be prepared in multiple counterparts. Each counterpart,  
41 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
42 shall be deemed an original hereof if executed by each of the Parties hereto.

43 ....  
44 ....  
45 ....  
46 ....

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  
the agenda for the Board's approval in the month of June,  
2010.

4 GEORGE FIELDS, D.O.

BONNE BRIDGES LAW FIRM

5 By: [Signature]  
6 Osteopathic Physician

By: Patricia Dehuke 1976  
Linda Rurangirwa, Esq.

7 Dated: 4-23-10

Dated: 5/3/10

9 NEVADA STATE BOARD OF  
10 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

11 BY: James Anthony, D.O.  
12 Investigating Board Member

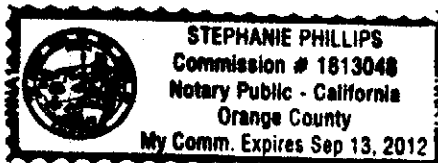
By: [Signature]  
Dianna Hegeduis, Executive Director -  
Board Counsel

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

Dated: 6-10-10

16 **ACKNOWLEDGEMENT**

17 On this the 23 day of April, 2010, the said GEORGE FIELDS,  
18 D.O., personally appeared before me, a notary public, and signed the above document, freely  
19 and voluntarily, under no duress.



[Signature]  
Notary Public

23 **ORDER OF THE BOARD**

24 **IT IS SO ORDERED.**

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

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K. LASTLY, by executing this agreement, Respondent Physician hereby expressly, knowingly, and intentionally waive the 21-working days notice requirement pursuant to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on the agenda for the Board's approval in the month of \_\_\_\_\_, 2010.

GEORGE FIELDS, D.O.

BONNE BRIDGES LAW FIRM

By: \_\_\_\_\_  
Osteopathic Physician

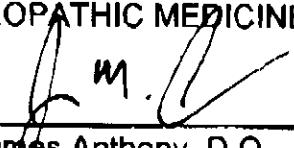
By \_\_\_\_\_  
Linda Rurangirwa, Esq.

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

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

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY:  \_\_\_\_\_  
James Anthony, D.O.  
Investigating Board Member

By \_\_\_\_\_  
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 15 JUN 10

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

**ACKNOWLEDGEMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, the said GEORGE FIELDS, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

\_\_\_\_\_  
Notary Public

**ORDER OF THE BOARD**

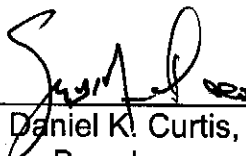
IT IS SO ORDERED.

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

5 DATED this 15 day of June, 2010.

6 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

7  
8 BY:   
9 Dr. Daniel K. Curtis, President of the  
10 Board FOR

1                   **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**  
2 IN A MATTER INVOLVING  
3 GEORGE FIELDS, D.O., LIC. NO. 1207,  
4 RESPONDENT.

Case No. AD0911002  
**NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE**  
Filed: JUN 16 2010

**FILED**

**WRITTEN NOTICE OF ENTRY OF SETTLEMENT AGREEMENT  
& ORDER RE: SAME**

8                   PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has  
9 approved the settlement agreement in the above-referenced matter; and a copy of the  
10 agreement with order is attached.

11                   DATED THIS 16 day of June, 2010.

12                   NEVADA STATE BOARD OF  
13 OSTEOPATHIC MEDICINE

14 By *Dianna Hegeduis*

15                   Dianna Hegeduis, Executive Director –  
16                   Board Counsel  
17                   901 American Pacific Dr., # 180  
18                   Henderson, NV 89014

19                   CERTIFICATE OF MAILING

20                   I hereby certify that on the 16<sup>th</sup> day of June, 2010, I served a copy of the foregoing  
21 notice, with attached Settlement Agreement/Order, upon the respective parties to this matter  
22 by depositing a true copy thereof in the U.S. mail, addressed to them at their last known  
23 address on file with the Board, postage thereon prepaid.

24                   *Muelle Romo*

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

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