

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)
JAMES GREENFIELD, D.O., LIC. #DO1529)
Respondent.)

CASE NO. NR1201002

NV STATE BOARD OF OSTEOPATHIC MEDICINE

MAY 09 2012

SETTLEMENT AGREEMENT AND ORDER

FILED

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between S. Paul Edwards, Investigative Board Member ("Mr. Edwards" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Interim Executive Director, Barbara Longo, and James Greenfield, D.O. ("Dr. Greenfield") (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, ascertained certain information regarding an action against Dr. Greenfield. The information was ascertained as a result of the Board's staff's due diligence in investigating its applicants/licensees.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
 - (1) In March 2011, a lawsuit alleging malpractice was filed against Dr. Greenfield in Schuylkill County, PA. Dr. Greenfield failed to timely report this to the Board in violation of NRS 633.527.
- C. WHEREAS, 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 Bank not later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should the Board find "that an osteopathic physician has violated any provision of this section, **the Board may impose a fine of not more than \$5,000 against the osteopathic physician for each violation, in addition to any other fines or penalties permitted by law.**" (Emphasis added.) This statute was added to the law in 2003. By the use of the word "shall" by the Nevada State Legislature in this statute, the Legislature intended to mandatorily require all osteopathic physicians to report any of the four (4) events mentioned in the statute.

- 1 D. WHEREAS, NRS 622.400(1) states that a “regulatory body [such as this Board] may
2 recover from a person reasonable attorney’s fees and costs that are incurred by the
3 regulatory body as part of its investigative, administrative and disciplinary proceedings
4 against the person if the regulatory body” either enters a final order or enters into a
5 settlement agreement.
- 6 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
7 Board to file a formal disciplinary complaint and/or prove their allegations.
- 8 F. WHEREAS, the parties understand that this Agreement will be signed by the
9 respective parties and will then be offered to the Board for the entire Board’s approval
10 at the next Board meeting, with the recommendation of the Investigating Board
11 Member that this matter be settled. The Agreement shall not become effective until it
12 has been approved by a majority of the Board and endorsed by a representative
13 member of the Board.
- 14 G. WHEREAS, Dr. Greenfield understands that the Board is free to accept or reject this
15 Agreement and, if rejected by the Board, a disciplinary complaint may be filed and a
16 hearing scheduled. The Board members who review this matter for approval of this
17 Agreement may be the same members who ultimately hear the disciplinary complaint if
18 this Agreement is not approved by the Board. Dr. Greenfield hereby agrees to waive
19 any rights he might have to challenge the impartiality of the Board to hear the
20 disciplinary complaint, based on prior knowledge obtained by the Board through
21 consideration of this Agreement, if after review by the Board, this Agreement is
22 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded
23 as null and void.
- 24 H. WHEREAS, Dr. Greenfield acknowledges that the Board will retain jurisdiction over this
25 matter until all terms and conditions set forth in this Agreement and Order have been
26 met to the satisfaction of the Board.
- 27 I. WHEREAS, Dr. Greenfield acknowledges that the Board had a reasonable basis to
28 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. Greenfield has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Greenfield 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 any patient).
- L. WHEREAS, Dr. Greenfield 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.
Greenfield, nor have any promises been made other than those reflected in this
Agreement. Dr. Greenfield freely and voluntarily entered into this agreement, motivated
only by a desire to resolve the issues addressed herein. Dr. Greenfield has executed
this Agreement only after a careful reading of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Greenfield is fully aware of his rights to contest the charges pending
against him. These rights include: representation by an attorney at his own expense,
the right to a public hearing on any charges or allegations filed, the right to confront
and cross-examine witnesses called to testify against him, the right to present evidence
on his own behalf, the right to compulsory process to secure the attendance of such
witnesses, the right to testify on his own behalf, the right to receive written findings of
fact and conclusions of law supporting the decision on the merits of the complaint and

1 the right to obtain judicial review of the Board's decision. Should the Board accept this
2 Agreement, Dr. Greenfield voluntarily waives these rights.

- 3 N. WHEREAS, this Agreement and Order contains a complete description of the
4 agreement between the parties and it supersedes any previous agreements between
5 the parties. All material representations, understandings and promises of the parties
6 are contained in this Agreement. Any modifications must be set forth in writing, signed
7 by all the parties, and approved by the Board.

8 **III. TERMS OF THE AGREEMENT**

- 9 A. Dr. Greenfield acknowledges that the failure to report allegations are true, and each
10 such acts are a violation of NRS Chapter 633 for which discipline is permissible under
11 Nevada law. In exchange for the Board not pursuing an administrative action on the
12 non-reporting allegations, and Dr. Greenfield not pursuing subsequent reviews by the
13 appropriate appellate Courts, the parties have agreed to resolve the current matter,
14 and only this matter. Dr. Greenfield will henceforth insure that all lawsuits involving him
15 will be timely and accurately reported to the Board, and the failure to do so may result
16 in the Board bringing a disciplinary action against the osteopathic medical license
17 issued by the Board to Dr. Greenfield. If any lawsuit is not reported to the Board, such
18 will be in violation of this agreement as well as the applicable statutes.

19 **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO HEREBY
20 AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED
21 BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY AGREED TO AN
22 ADMINISTRATIVE FINE BEING ASSESSED SOLELY TO RESOLVE THE NON-
23 REPORTING ISSUE.**

- 24 B. Dr. Greenfield agrees to pay the sum of Two Hundred Fifty Dollars and no cents
25 (\$250.00) as the fine imposed for having violated NRS Chapter 633. This sum
26 includes all fees and costs incurred by the Board up to and including the approval of
27 this settlement agreement by the Board at its next scheduled board meeting pursuant
28 to NAC 633.470(2)(b)(6). Such amount shall be payable in one payment, which is due
within 30 days of acceptance by the Board of this settlement agreement. *pd full clb*
- 29 C. Should Dr. Greenfield fail to satisfy and pay the indebtedness of \$250.00 in a timely ⁵
30 manner as discussed herein, Dr. Greenfield understands and agrees that he will be
31 considered in default of this Agreement, and this Agreement will be null and void, with
32 the Respondent receiving credit for payments made to date. The Board may take
33 whatever action it deems appropriate, including but not limited to reducing the balance
34 to judgment pursuant to NRS chapter 353C.
- 35 D. The Respondent, Dr. Greenfield, 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 the
38 parties hereto and their respective heirs, personal representatives, assigns and
successors in interest of each party.
- 39 F. This Agreement and Order shall be construed in accordance with the laws of the State
40 of Nevada.
- 41 G. This settlement agreement consists of five (5) pages and embodies the entire
42 agreement between the Board and the osteopathic physician. It may not be altered,
43 amended or modified without the express consent of the parties, and any subsequent
44 alteration, amendment, or modification shall be in writing and subject to approval by
45 the Board.

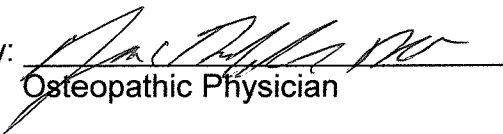
H. In consideration for the execution of this Agreement, Dr. Greenfield hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General's Office (as counsel for the Board), and each of their representatives, investigators, and employees, in their individual and representative capacity (collectively the State 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 herein, and other matters relating thereto.

I. Dr. Greenfield, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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 settlement or its administration.

J. This document may be prepared in multiple counterparts. Each counterpart, 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.

K. LASTLY, by executing this agreement, 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 May 2012, and that upon payment of the fine mentioned above, an order of fulfillment will be scheduled for approval by the Board in the month of June 2012.

JAMES GREENFIELD, D.O.

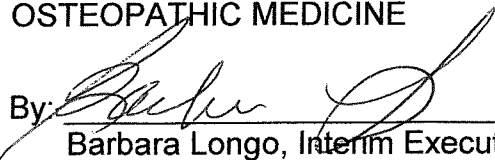
By: 
Osteopathic Physician

Dated: 4/21/12

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: _____
S. Paul Edwards, Esq.
Investigating Board Member

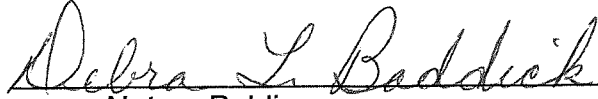
By: 
Barbara Longo, Interim Executive Director

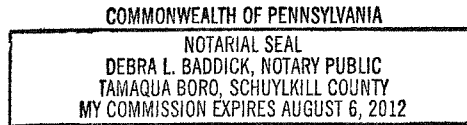
Dated:

Dated: 5.8.12

ACKNOWLEDGEMENT

1 On this the 21ST day of APRIL, 2012, the said James
2 GREENFIELD, D.O., personally appeared before me, a notary public, and signed the above
3 document, freely and voluntarily, under no duress.

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5 Notary Public



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H. In consideration for the execution of this Agreement, Dr. Greenfield hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada 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 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 herein, and other matters relating thereto.

I. Dr. Greenfield, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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 settlement or its administration.

J. This document may be prepared in multiple counterparts. Each counterpart, 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.

K. LASTLY, by executing this agreement, 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 May 2012, and that upon payment of the fine mentioned above, an order of fulfillment will be scheduled for approval by the Board in the month of June 2012.

JAMES GREENFIELD, D.O.

By: _____
Osteopathic Physician

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: *S. Paul Edwards*
S. Paul Edwards, Esq.
Investigating Board Member

By: _____
Barbara Longo, Interim Executive Director

Dated: Apr 23, 2012

Dated: _____

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Greenfield fail to comply with any terms or conditions of this Agreement, Dr. Greenfield 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. Greenfield. Should this Agreement become null and void by Dr. Greenfield's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Greenfield, but the Board may also seek the maximum fees, fines, and costs.

DATED this ~~May~~ 8th day of May, 2012.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: Paul J. Kalekas, D.O.
Dr. Paul Kalekas, President of the Board

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BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT
AGAINST
JAMES GREENFIELD, D.O., LIC. #DO1529
RESPONDENT.

) Case No.: NR1201002
) NV STATE BOARD OF
) OSTEOPATHIC MEDICINE

MAY 09 2012

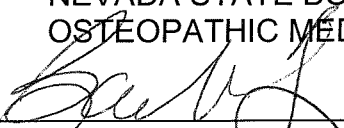
FILED

**WRITTEN NOTICE OF ENTRY OF ORDER
APPROVING SETTLEMENT AGREEMENT**

PLEASE TAKE NOTICE that on the 9th day of May, 2012 the Nevada State Board of Osteopathic Medicine entered an order approving the Settlement Agreement between the Respondent, James Greenfield, D.O., and Enforcement Department of the Board. A file-stamped copy of the settlement agreement with order is attached.

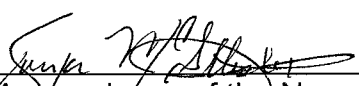
DATED THIS 9th day of May, 2012.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By 
Barbara Longo, CMBI, Executive Director
901 American Pacific Dr., #180
Henderson, NV 89014

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of May, 2012, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, addressed as follows:


An employee of the Nevada State Board of
Osteopathic Medicine