

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

3 IN A MATTER INVOLVING
4 MICHAEL BELFIORE, D.O.,
5 License No. 882,
6 RESPONDENT.

} Case No.: MA1101002
}
}

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

APR 13 2011

FILED

7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between 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 Belfiore, D.O.
13 ("Dr. Belfiore") (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 the Investigative Board Member, ascertained certain
18 information regarding litigation filed against Dr. Belfiore. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenses.
- 21 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
22 (1) Re: patient "CM." The Respondent failed to timely notify this Board of the
23 commencement of the litigation or its resolution. The renewal application for 2009 did
24 not contain information regarding the 2008 commencement of this lawsuit, although the
25 renewal application did contain questions about whether or not medical malpractice
26 case(s) existed. The IBM has alleged the failures to report, however, are violations of
27 NRS chapter 633 as discussed hereinafter.
- 28 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

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

- 8 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully
9 making a false . . . statement . . . in applying for a license to practice osteopathic
10 medicine or in applying for renewal of a license to practice osteopathic medicine."
11 E. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
12 recover from a person reasonable attorney's fees and costs that are incurred by the
13 regulatory body as part of its investigative, administrative and disciplinary proceedings
14 against the person if the regulatory body" either enters a final order or enters into a
15 settlement agreement.
16 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
17 Board to file a formal disciplinary complaint.
18 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
19 parties and will be offered to the Board for the Board's approval at the next Board
20 meeting, with the recommendation of the Investigating Board Member that this matter
21 be settled. The Agreement shall not become effective until it has been approved by a
22 majority of the Board and endorsed by a representative member of the Board.
23 H. WHEREAS, Dr. Belfiore 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. Belfiore
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.
I. WHEREAS, Dr. Belfiore 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.
J. WHEREAS, Dr. Belfiore 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.
K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Belfiore has elected to enter into this
Agreement to resolve this matter, and this matter only.
L. WHEREAS, Dr. Belfiore 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).
M. WHEREAS, Dr. Belfiore 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. Belfiore, nor have any
promises been made other than those reflected in this Agreement. Dr. Belfiore freely
and voluntarily entered into this agreement, motivated only by a desire to resolve the

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

- 3 N. WHEREAS, Dr. Belfiore 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. Belfiore voluntarily waives these rights.
- 12 O. WHEREAS, this Agreement and Order contains a complete description of the
13 agreement between the parties and it supersedes any previous agreements between
14 the parties. All material representations, understandings and promises of the parties
15 are contained in this Agreement. Any modifications must be set forth in writing, signed
16 by all the parties, and approved by the Board.

17 III. TERMS OF THE AGREEMENT

- 18 A. Dr. Belfiore acknowledges that if the failures to report allegations are true, then
19 each such act would be a violation of NRS chapter 633 for which discipline is
20 permissible under Nevada law. Dr. Belfiore further acknowledges that if non-
21 reporting occurred such was not an intentional act on his part but was merely an
22 administration error. In exchange for the Board not pursuing an administrative
23 action, and Dr. Belfiore not pursuing subsequent reviews by the appropriate
24 appellate Courts, the parties have agreed to resolve the current matter, and all
25 issues related thereto. **ADDITIONALLY, THE BOARD**
26 **ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE, THAT**
27 **A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED**
28 **BY THE BOARD; NOR IS THIS SETTLEMENT AGREEMENT TO BE**
CONSIDERED A DISCIPLINARY ACTION. THE PARTIES HAVE
SIMPLY AGREED TO AN ADMINISTRATIVE FEE BEING ASSESSED
FOR THE NON-REPORTING OCCURRENCES.
- 29 B. Dr. Belfiore agrees to pay the sum of Two Hundred, Fifty Dollars (\$250.00) as the
30 fine imposed for having allegedly violated NRS 633.527(1) without admitting to such
31 a violation. This sum includes all fees and costs incurred by the Board up to and
32 including the approval of this agreement by the Board at its next scheduled board
33 meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be payable in full
34 upon execution of this agreement.
- 35 C. Should Dr. Belfiore fail to satisfy and pay the indebtedness of \$250.00 in a timely
36 manner as discussed herein, Dr. Belfiore understands and agrees that he will be
37 considered in default of this Agreement, and this agreement will be null and void,
38 with the Respondent receiving credit for payments made to date. The Board may
39 take whatever action it deems appropriate, including but not limited to reducing the
40 balance to judgment pursuant to NRS chapter 353C.
- 41 D. The Respondent, Dr. Belfiore, agrees to bear his own fees and costs, including the
42 fees and expenses of his own attorney(s) if applicable.
- 43 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
44 the parties hereto and their respective heirs, personal representatives, assigns and

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successors in interest of each party.

- F. This Agreement and Order shall be construed in accordance with Nevada's laws.
- G. This agreement consists of five (5) 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 or modification shall be in writing and subject to approval by the Board.
- H. In consideration for the execution of this Agreement, Dr. Belfiore hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada Attorney General's Office (as Board counsel), 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, and other matters relating thereto.
- I. Dr. Belfiore, 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 or this settlement.
- 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 laws and acknowledges that this Agreement shall be on the agenda for the Board's approval in the month of _____, 2011 and the order of fulfillment on the Board's agenda for approval in the month of _____, 2011.

MICHAEL BELFIORE, D.O.
 By: _____
 Osteopathic Physician
 Dated: _____

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE
 BY: Paul Edwards, Esq.
 Paul Edwards, Esq.
 Investigating Board Member
 Dated: _____

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE
 By: _____
 Dianna Hegeduis, Executive Director -
 Board Counsel
 Dated: _____

1 successors in interest of each party.

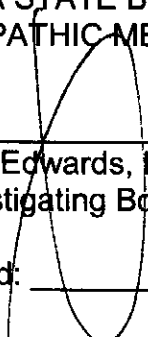
- 2 F. This Agreement and Order shall be construed in accordance with Nevada's laws.
- 3 G. This agreement consists of five (5) pages and embodies the entire agreement
4 between the Board and the osteopathic physician. It may not be altered, amended
5 or modified without the express consent of the parties, and any subsequent
6 alteration or modification shall be in writing and subject to approval by the Board.
- 7 H. In consideration for the execution of this Agreement, Dr. Belfiore hereby releases
8 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
9 and the Nevada Attorney General's Office (as Board counsel), and each of their
10 representatives, investigators, and employees, in their individual and representative
11 capacity (collectively the State of Nevada Agencies) from any and all manner of
12 actions, causes of actions, suits, debts, judgments, executions, claims, and
13 demands whatsoever known or unknown, in law and in equity, that he may have
14 had, now has, may have had, or claim to have against any and all of the persons
15 and entities named in this paragraph arising out of, or by reason of, the investigation
16 of the allegations raised in this matter, and other matters relating thereto.
- 17 I. Dr. Belfiore, 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 or this settlement.
- 26 J. This document may be prepared in multiple counterparts. Each counterpart,
27 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
28 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 laws
and acknowledges that this Agreement shall be on the agenda for the Board's
approval in the month of April, 2011 and the order of fulfillment on the
Board's agenda for approval in the month of May, 2011.

20 MICHAEL BELFIORE, D.O.

21 By: 
22 Osteopathic Physician

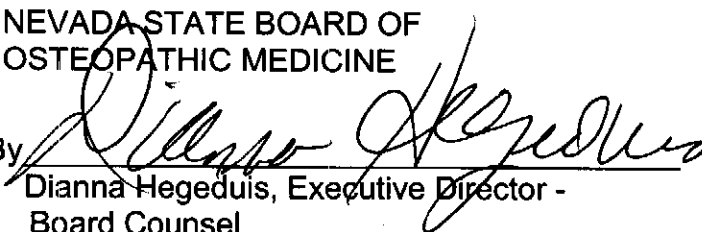
23 Dated: 4/11/11

24 NEVADA STATE BOARD OF
25 OSTEOPATHIC MEDICINE

26 BY: 
27 Paul Edwards, Esq.
28 Investigating Board Member

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

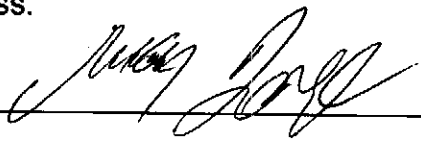
By: 
Dianna Hegeduis, Executive Director -
Board Counsel

Dated: 4-12-11

ACKNOWLEDGEMENT

On this the 1st day of April, 2011, the said MICHAEL BELFIORE, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

MAN JORGE
Notary Public, State of New York
No. 0105036088
Qualified in Nassau County
Commission Expires 11-21-2014


Notary Public

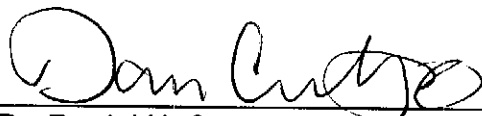
ORDER OF THE BOARD

IT IS SO ORDERED.

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

DATED this 12th day of April, 2011.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: 
Dr. Daniel K. Curtis, President of the Board

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

3 IN A MATTER INVOLVING

4 MICHAEL BELFIORE, D.O.,
5 License No. 882,

6 RESPONDENT.

) Case No.: MA1101002

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

APR 13 2011

FILED

7
8 **WRITTEN NOTICE OF ENTRY OF SETTLEMENT**
9 **AGREEMENT & ORDER**

10 PLEASE TAKE NOTICE that the Nevada State Board of Osteopathic Medicine has
11 approved the settlement agreement entered into by Respondent, Michael Belfiore, D.O., and
12 the Board; and a file-stamped copy of the same is attached hereto.

13 DATED THIS 13 day of April, 2011.

14
15 NEVADA STATE BOARD OF
16 OSTEOPATHIC MEDICINE

17 By 

18 Dianna Hegeduis, Esq., Executive Director
19 901 American Pacific Dr., # 180
20 Henderson, NV 89014

21 **CERTIFICATE OF MAILING**

22 I hereby certify that on the 13 day of April, 2011, I served a copy of the above notice
23 with attached agreement/order upon the Respondent, addressed to him/her at the last known
24 address registered with the Board, postage thereon prepaid.

25 

26 An employee of the NEVADA STATE BOARD OF
27 OSTEOPATHIC MEDICINE
28