

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

2 IN THE MATTER OF THE COMPLAINT

3 AGAINST
4 MELISSA CHINN, D.O.,
License No. 1166,

5 RESPONDENT.

Case No.: MA0912001

**NV STATE BOARD OF
Filed: OSTEOPATHIC MEDICINE**

MAR 03 2010

6
7 **SETTLEMENT AGREEMENT AND ORDER**

FILED

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between S. 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 Melissa Chinn, D.O.
13 ("Dr. Chinn") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

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- 17 A. WHEREAS, the Board, through Investigative Board Member, ascertained certain
18 information regarding a prior lawsuit filed against Dr. Chinn. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenseses.
- 21 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
22 (1) Respondent failed to timely report the actions by the Washington State licensing
23 Board, which action was a reportable event to the National Practitioner Data Bank.
24 (2) Respondent failed to also mention this action in Respondent's renewal application
25 for 2009, submitted in 2008. The IBM has alleged all such failures are violations of
26 NRS chapter 633 as discussed hereinafter.
- 27 C. NRS 633.527(1) states that a licensed "osteopathic physician **shall report** to the
28 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

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

- 7
- 8 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
9 . . . statement . . . in applying for a license to practice osteopathic medicine or in
10 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
11 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
12 proceeding; and such discipline may include public reprimands, the suspension or
13 revocation of the license to practice osteopathic medicine in the State of Nevada, and
14 an assessment of a fine not to exceed \$5,000 per violation.
- 15 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
16 person reasonable attorney's fees and costs that are incurred by the regulatory body as
17 part of its investigative, administrative and disciplinary proceedings against the person
18 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 19 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
20 Board to file a formal disciplinary complaint.
- 21 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
22 parties and will then be offered to the Board for the entire Board's approval at the next
23 Board meeting, with the recommendation of the Investigating Board Member that this
24 matter be settled. The Agreement shall not become effective until it has been
25 approved by a majority of the Board and endorsed by a representative member of the
26 Board.
- 27 H. WHEREAS, Dr. Chinn understands that the Board is free to accept or reject this
28 Agreement and, if rejected by the Board, a formal disciplinary complaint may 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. Chinn hereby
agrees to waive any rights she 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. Chinn 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. Chinn 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. Chinn has elected to enter into this
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Chinn 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. Chinn has had the opportunity to obtain the advice from competent
counsel of her choice concerning the terms and conditions of this Agreement and the
execution thereof. No coercion has been exerted upon Dr. Chinn, nor have any

1 promises been made other than those reflected in this Agreement. Dr. Chinn freely and
2 voluntarily entered into this agreement, motivated only by a desire to resolve the issues
3 addressed herein. Dr. Chinn has executed this Agreement only after a careful reading
4 of it and a full understanding of all its terms.

5 N. WHEREAS, Dr. Chinn is fully aware of her rights to contest the charges pending
6 against him. These rights include: representation by an attorney at her own expense,
7 the right to a public hearing on any charges or allegations filed, the right to confront and
8 cross-examine witnesses called to testify against her, the right to present evidence on
9 her own behalf, the right to compulsory process to secure the attendance of such
10 witnesses, the right to testify on her own behalf, the right to receive written findings of
11 fact and conclusions of law supporting the decision on the merits of the complaint and
12 the right to obtain judicial review of the Board's decision. Should the Board accept this
13 Agreement, Dr. Chinn voluntarily waives these rights.

14 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
15 of the State of Nevada.

16 P. WHEREAS, this Agreement and Order contains a complete description of the
17 agreement between the parties and it supersedes any previous agreements between
18 the parties. All material representations, understandings and promises of the parties
19 are contained in this Agreement. Any modifications must be set forth in writing, signed
20 by all the parties, and approved by the Board.

21 III. TERMS OF THE AGREEMENT

22 A. Dr. Chinn acknowledges that the failure to report allegations are true, and each
23 such failure to timely report is a violation of NRS chapter 633 and discipline is
24 permissible under Nevada law. In exchange for the Board not pursuing an
25 administrative action and Dr. Chinn not pursuing subsequent reviews by the
26 appropriate appellate Courts, the parties have agreed to resolve the current matter,
27 and only this matter. Dr. Chinn will henceforth insure that all lawsuits involving her
28 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. Chinn. 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 FINE BEING ASSESSED SOLELY FOR THE
NON-REPORTING VIOLATION, I.E., NOT FOR ANY ALLEGATIONS
REGARDING UNPROFESSIONAL CONDUCT AND/OR REGARDING THE
PHYSICIAN'S COMPETENCY.**

B. Dr. Chinn agrees to pay the sum of Seven Hundred Fifty Dollars (\$750.00) as the
fine imposed for having violated NRS 633.527(1) for the failure to timely report the
settlement 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 monthly installments of \$ _____ each with the first payment
being due on the _____ day of _____, 2010, and a like payment
being due on the _____ day of each month thereafter until said amount is paid in
full.

- 1 C. Should Dr. Chinn fail to satisfy and pay the indebtedness of \$750.00 in a timely
2 manner as discussed herein, Dr. Chinn understands and agrees that she 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. Chinn, agrees to bear her own fees and costs, including the
8 fees and expenses of her 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 altered,
16 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. Chinn hereby releases and
20 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
21 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, including those noted in the
administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Chinn, 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 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.

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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
4 the agenda for the Board's approval in the month of MARCH,
5 2010.

6 MELISSA CHINN, D.O.

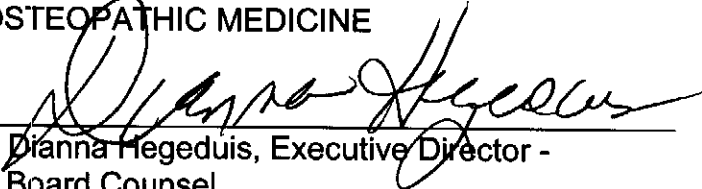
7 
8 _____
9 Osteopathic Physician

10 Dated: 2/12/10

11 NEVADA STATE BOARD OF
12 OSTEOPATHIC MEDICINE

13 NEVADA STATE BOARD OF
14 OSTEOPATHIC MEDICINE

15 BY: _____
16 S. Paul Edwards, Esq.
17 Investigating Board Member

18 By 
19 Dianna Hegeduis, Executive Director -
20 Board Counsel

21 Dated: _____

22 Dated: 2-16-2010

23 **ACKNOWLEDGEMENT**

24 On this the 12 day of FEBRUARY, 2010, the said MELISSA CHINN,
25 D.O., personally appeared before me, a notary public, and signed the above document, freely
26 and voluntarily, under no duress.

27 
28 Notary Public

CARLA T. SASSE-ANDA
EXP 5-1-11



29 **ORDER OF THE BOARD**

30 **IT IS SO ORDERED.**

31 **IT IS FURTHER ORDERED** that should Dr. Chinn fail to comply with any terms or
32 conditions of this Agreement, Dr. Chinn will be in breach of this Agreement; and this
33 Agreement will be null and void. The Board may take whatever action it deems appropriate,
34

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 _____,
2010.

4 MELISSA CHINN, D.O.

5 _____
6 Osteopathic Physician

7 Dated: _____

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9 NEVADA STATE BOARD OF
10 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

11 BY: S. Paul Edwards
12 S. Paul Edwards, Esq.
Investigating Board Member

By _____
Dianna Hegeduis, Executive Director -
Board Counsel

13 Dated: 2/27/2010

Dated: _____

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15
16 **ACKNOWLEDGEMENT**

17 On this the _____ day of _____, 20____, the said MELISSA CHINN,
18 D.O., personally appeared before me, a notary public, and signed the above document, freely
and voluntarily, under no duress.

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20 _____
Notary Public

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23 **ORDER OF THE BOARD**

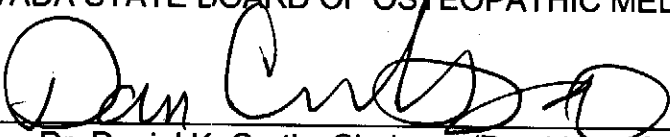
24 **IT IS SO ORDERED.**

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26 **IT IS FURTHER ORDERED** that should Dr. Chinn fail to comply with any terms or
27 conditions of this Agreement, Dr. Chinn will be in breach of this Agreement; and this
28 Agreement will be null and void. The Board may take whatever action it deems appropriate,

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

5 DATED this 2nd day of March 2010.

6 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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8 BY: 
9 Dr. Daniel K. Curtis, Chairman/President of the
10 Board

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