

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.

pd fill ck 1900

- 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.

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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
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

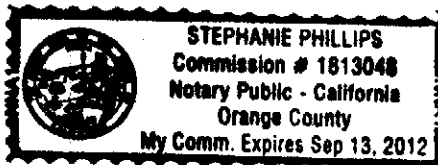
By: Dianna Hegeduis
Dianna Hegeduis, Executive Director -
Board Counsel

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.



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

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

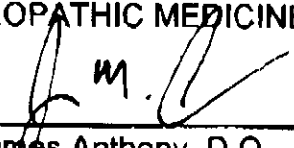
By _____
Linda Rurangirwa, Esq.

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

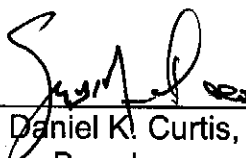
IT IS SO ORDERED.

Nevada State Board of Osteopathic Medicine
901 American Pacific Drive Unit 180 • Henderson, NV 89014
(702) 732-2147

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 16th 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

Nevada State Board of Osteopathic Medicine
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(702) 732-2147