

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

2 IN A MATTER INVOLVING)

) CASE NO. MA 1004006

3 ROBERT LOCK, II, D.O., LIC. 791,)

**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

4 Respondent.)

JUN 16 2010

5 **SETTLEMENT AGREEMENT AND ORDER**

FILED

6 **I. PARTIES**

7 This Settlement Agreement and Order ("Agreement and Order") is made by and
8 between Daniel K. Curtis, D.O., Investigative Board Member ("Dr. Curtis" or "Investigative
9 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through
10 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Robert Lock, II, D.O.
11 ("Dr. Lock") (collectively referred to as "the Parties").

12 **II. RECITALS**

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

- 14 A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
- 15 information regarding litigation filed against Dr. Lock. The information was ascertained
- 16 as a result of the Board's staff due diligence in investigating its applicants/licenses.
- 17 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
- 18 (1) Re: patient "N.L." Suit was filed in Arizona in December 2006, and the case was
- 19 dismissed in October 2007. The physician did not timely report the filing of the lawsuit
- 20 or the dismissal thereof. The physician did not note either the commencement or the
- 21 dismissal of the lawsuit on the renewal applications for 2007 and 2008, respectively,
- 22 but responded "no" to the question about the existence of medical malpractice cases.
- 23 (2) Re: patient "W.D." Suit was filed in Arizona in September, 2008 and the matter is
- 24 still pending as of the date of this agreement. The physician did not timely report the
- 25 filing of the lawsuit. The physician did not note the commencement of the lawsuit on
- 26 the renewal application for 2009 but responded "no" to the question about malpractice
- 27 actions. The IBM has alleged such acts violate NRS chapter 633 as discussed
- 28 hereinafter.
- 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

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

- 9
- 10 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully
11 making a false . . . statement . . . in applying for a license to practice osteopathic
12 medicine or in applying for renewal of a license to practice osteopathic medicine."
- 13 E. WHEREAS, and pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for
14 initiating a formal disciplinary proceeding; and such discipline may include public
15 reprimands, the suspension or revocation of the license to practice osteopathic
16 medicine in the State of Nevada, and an assessment of a fine not to exceed \$5,000
17 per violation.
- 18 F. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
19 recover from a person reasonable attorney's fees and costs that are incurred by the
20 regulatory body as part of its investigative, administrative and disciplinary proceedings
21 against the person if the regulatory body" either enters a final order or enters into a
22 settlement agreement.
- 23 G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
24 Board to file a formal disciplinary complaint.
- 25 H. WHEREAS, the parties understand that this Agreement will be signed by the
26 respective parties and will then be offered to the Board for the entire Board's approval
27 at the next Board meeting, with the recommendation of the Investigating Board
28 Member that this matter be settled. The Agreement shall not become effective until it
has been approved by a majority of the Board and endorsed by a representative
member of the Board.
- I. WHEREAS, Dr. Lock understands that the Board is free to accept or reject this
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. Lock 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.
- J. WHEREAS, Dr. Lock 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.
- K. WHEREAS, Dr. Lock 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.
- L. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Lock has elected to enter into this
Agreement to resolve this matter, and this matter only.

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

27 III. TERMS OF THE AGREEMENT

- 28 A. Dr. Lock acknowledges that the failure to report allegations are true, and each such
act (failure to timely report), along with the allegations that incorrect/inaccurate was
provided in various renewal applications, are violations of NRS chapter 633 for
which discipline is permissible under Nevada law. In exchange for the Board not
pursuing an administrative action on either the non-reporting allegations or the
inaccurate renewal applications, and Dr. Lock not pursuing subsequent reviews by
the appropriate appellate Courts, the parties have agreed to resolve the current
matter, and only this matter. Dr. Lock 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. Lock. 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 TO
RESOLVE THE NON-REPORTING ISSUE.** The Board any claims or allegations
with respect to inaccurate/incorrect renewal applications.
- B. Dr. Lock agrees to pay the sum of One Thousand Dollars (\$1,000.00) as the fine
imposed for having violated NRS chapter 633. This sum includes all fees and
costs incurred by the Board up to and including the approval of this settlement

1 agreement by the Board at its next scheduled board meeting pursuant to NAC
2 633.470(2)(b)(6). Such amount shall be payable in monthly installments of \$250.00
3 each with the first payment being due on the _____ day of _____
4 2010, and a like payment being due on the _____ day of each month thereafter
5 until said amount is paid in full. *pd full ck 20445*

- 6 C. Should Dr. Lock fail to satisfy and pay the indebtedness of \$1,000.00 in a timely
7 manner as discussed herein, Dr. Lock understands and agrees that he will be
8 considered in default of this Agreement, and this agreement will be null and void,
9 with the Respondent receiving credit for payments made to date. The Board may
10 take whatever action it deems appropriate, including but not limited to reducing the
11 balance to judgment pursuant to NRS chapter 353C.
- 12 D. The Respondent, Dr. Lock, agrees to bear his own fees and costs, including the
13 fees and expenses of his own attorney(s) if applicable.
- 14 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
15 the parties hereto and their respective heirs, personal representatives, assigns and
16 successors in interest of each party.
- 17 F. This Agreement and Order shall be construed in accordance with the laws of the
18 State of Nevada.
- 19 G. This settlement agreement consists of six (6) pages and embodies the entire
20 agreement between the Board and the osteopathic physician. It may not be
21 altered, amended or modified without the express consent of the parties, and any
22 subsequent alteration, amendment, or modification shall be in writing and subject to
23 approval by the Board.
- 24 H. In consideration for the execution of this Agreement, Dr. Lock hereby releases and
25 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and
26 the Nevada State Attorney General's Office (as counsel for the Board), and each of
27 their representatives, investigators, and employees, in their individual and
28 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. Lock, 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.
- 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

1 the agenda for the Board's approval in the month of June
2 2010.

3 ROBERT LOCK, II, D.O.

4 By: [Signature]
Osteopathic Physician

5 Dated: 5/14/10

7 NEVADA STATE BOARD OF
8 OSTEOPATHIC MEDICINE

9 BY: [Signature]

10 Daniel K. Curtis, D.O.
Investigating Board Member

7 NEVADA STATE BOARD OF
8 OSTEOPATHIC MEDICINE

9 By: [Signature]

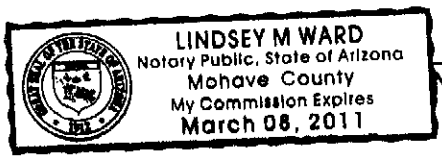
10 Dianna Hegeduis, Executive Director -
Board Counsel

11 Dated: 6-10-10

12 Dated: 6-10-10

13 **ACKNOWLEDGEMENT**

14 On this the 14 day of May, 2010, the said ROBERT LOCK,
15 II, D.O., personally appeared before me, a notary public, and signed the above document,
16 freely and voluntarily, under no duress.



17 [Signature]
18 Notary Public

20 **ORDER OF THE BOARD**

21 **IT IS SO ORDERED.**

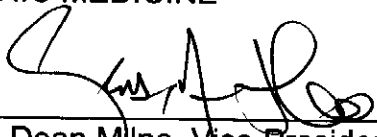
22 **IT IS FURTHER ORDERED** that should Dr. Lock fail to comply with any terms or
23 conditions of this Agreement, Dr. Lock will be in breach of this Agreement; and this
24 Agreement will be null and void. The Board may take whatever action it deems appropriate,
25 including but not limited to proceeding with the administrative action against Dr. Lock. Should
26 this Agreement become null and void by Dr. Lock's failure to comply with terms or conditions
27
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Nevada State Board of Osteopathic Medicine
901 American Pacific Drive Unit 180 • Henderson, NV 89014
(702) 732-2147

1 of this Agreement, the Board may not only pursue an administrative action against Dr. Lock,
2 but the Board may also seek the maximum fees, fines, and costs.

3 DATED this 15 day of June, 2010.

4 NEVADA STATE BOARD OF
5 OSTEOPATHIC MEDICINE

6 BY: 
7 Dr. C. Dean Millne, Vice-President of the
8 Board
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FOR

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

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)
ROBERT LOCK, II, D.O., LIC. 791,)
Respondent.)

NV STATE BOARD OF OSTEOPATHIC MEDICINE
CASE NO. MA 1004866

JUN 16 2010

FILED

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

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

DATED THIS 16 day of June, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

By Dianna Hegeduis

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

CERTIFICATE OF MAILING

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

Michele Romo

An employee of the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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