



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

9 E. 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 include public reprimands, the suspension of the  
14 license to practice osteopathic medicine in the State of Nevada, and even the  
15 revocation of the license to practice osteopathic medicine in the State of Nevada.

16 F. 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 G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
22 Board to file a formal disciplinary complaint regarding the failure to report and the  
23 inaccurate/incomplete applications for renewal.

24 H. WHEREAS, the parties understand that this Agreement will be signed by the  
25 respective parties and will then be offered to the Board for the entire Board's approval  
26 at the next Board meeting, with the recommendation of the Investigating Board  
27 Member that this matter be settled. The Agreement shall not become effective until it  
28 has been approved by a majority of the Board and endorsed by a representative  
member of the Board.

I. WHEREAS, Dr. Patel understands that the Board is free to accept or reject this  
Agreement and, if rejected by the Board, a formal disciplinary complaint will 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. Patel 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. Patel 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. Patel 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. Patel has elected to enter into this  
Agreement to resolve this matter, and this matter only.

- 1 M. WHEREAS, Dr. Patel 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 a patient).
- 4 N. WHEREAS, Dr. Patel 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. Patel, nor have any  
7 promises been made other than those reflected in this Agreement. Dr. Patel freely and  
8 voluntarily entered into this agreement, motivated only by a desire to resolve the issues  
9 addressed herein. Dr. Patel has executed this Agreement only after a careful reading  
10 of it and a full understanding of all its terms.
- 11 O. WHEREAS, Dr. Patel 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. Patel 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. Patel acknowledges that the failure to report allegations pertaining to the three  
different lawsuits and the inaccurate/incomplete information contained within the  
renewal application are true, and **each** such act is a violation of NRS chapter 633  
and discipline is permissible under Nevada law. In exchange for the Board not  
pursuing an administrative action and Dr. Patel not pursuing subsequent reviews by  
the appropriate appellate Courts, the parties have agreed to resolve the current  
matter, and only the matters set forth herein as violations. Dr. Patel will henceforth  
insure that all lawsuits involving himself 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. Patel. If any  
lawsuit is not reported to the Board, such will be in violation of this agreement as  
well as the applicable statutes.
- B. Dr. Patel agrees to pay the sum of Six Thousand Dollars (\$6,000.00) as the fine  
imposed for having violated NRS 633.527(1) for the failure to timely report the  
filing/service of the three different lawsuits **and** the filing of the inaccurate license  
renewal application. 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 the amount of \$ \_\_\_\_\_ per month beginning on the \_\_\_\_ day of  
\_\_\_\_\_, 2009, and such amount shall continue to be due thereafter on the \_\_\_\_  
day of each month, until the full amount of Six Thousand Dollars is paid.

PAID  
IN FULL  
7-22-09  
D. [Signature]

- 1 C. Should Dr. Patel fail to satisfy and pay the indebtedness of \$6,000.00 in a timely  
2 manner as discussed herein, Dr. Patel 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. Patel, 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. Patel 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, including those noted in the  
administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Patel, 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 disciplinary  
action, this settlement or its administration.

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27 ....

28 ....

1 J. This document may be prepared in multiple counterparts. Each counterpart,  
2 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
3 shall be deemed an original hereof if executed by each of the Parties hereto.

4 VIREN B. PATEL, D.O.

5 V. Patel  
6 Osteopathic Physician  
7 Dated: 7/20/09

8 NEVADA STATE BOARD OF  
9 OSTEOPATHIC MEDICINE

10 BY: \_\_\_\_\_  
11 Lisa Miller-Roche, D.O.,  
12 Investigating Board Member  
13 Dated: \_\_\_\_\_

14 NEVADA STATE BOARD OF  
15 OSTEOPATHIC MEDICINE

16 By Dianna Hegeduis  
17 Dianna Hegeduis, Executive Director -  
18 Board Counsel  
19 Dated: 7-22-09

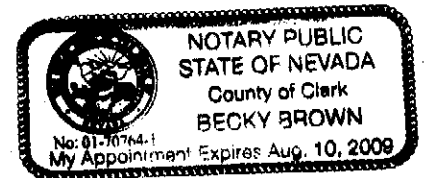
20 **ACKNOWLEDGEMENT**

21 On this the 20<sup>th</sup> day of July, 2009, the said VIREN B. PATEL, D.O.,  
22 personally appeared before me, a notary public, and signed the above document, freely and  
23 voluntarily, under no duress.

24 Becky Brown  
25 Notary Public

26 **ORDER OF THE BOARD**

27 **IT IS SO ORDERED.**



28 **IT IS FURTHER ORDERED** that should Dr. Patel fail to comply with any terms or  
conditions of this Agreement, Dr. Patel 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. Patel. Should  
this Agreement become null and void by Dr. Patel's failure to comply with terms or conditions

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.....

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.

VIREN B. PATEL, D.O.

V. Patel  
Osteopathic Physician  
Dated: 7/20/09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY Lisa Miller-Roche  
Lisa Miller-Roche, ~~MD~~  
Investigating Board Member  
Dated: 7/23/09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By Dianna Hegedus  
Dianna Hegedus, Executive Director -  
Board Counsel  
Dated: 7-22-09

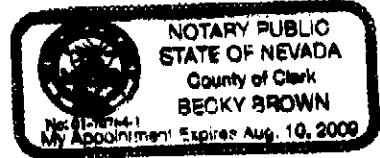
**ACKNOWLEDGEMENT**

On this the 20<sup>th</sup> day of July, 2009, the said VIREN B. PATEL, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Becky Brown  
Notary Public

**ORDER OF THE BOARD**

**IT IS SO ORDERED.**



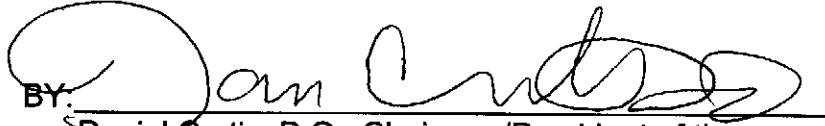
**IT IS FURTHER ORDERED** that should Dr. Patel fail to comply with any terms or conditions of this Agreement, Dr. Patel will be in breach of this Agreement; and this Agreement will be null and void. The Board may take whatever action it deems appropriate, including but not limited to proceeding with the administrative action against Dr. Patel. Should this Agreement become null and void by Dr. Patel's failure to comply with terms or conditions

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....

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

3 DATED this 4 day of August, 2009.

4 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

5  
6 BY:   
7 Daniel Curtis, D.O., Chairman/President of the  
8 Board