

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF

CHARLES TRAMMEL, D.O., LIC. # 879
RESPONDENT.

Case No.: AD0911004

Filed:

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

SEP 08 2010

SETTLEMENT AGREEMENT AND ORDER **FILED**

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel, Dianna Hegeduis, Esq., and Charles Trammel, D.O. ("Dr. Trammel" or "Respondent") (collectively referred to as "the Parties").

II. RECITALS

As a preamble to this Agreement, the Parties agree to the following recital of the facts:

- A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain information regarding various issues concerning Dr. Trammel, including but not limited to, loss of privileges at a Northeastern Nevada Regional Hospital in Elko, Nevada, effective October 26, 2009, due to patient care concerns, the failure to report a medical malpractice case, the failure to report a criminal matter, the abandonment of patients, the failure to provide patients with medical records, inaccurate/incorrect renewal applications, and failure to comply with an order of the Board. The information was ascertained as a result of the Board's staff due diligence in investigating its licensees.
- B. WHEREAS, the Investigative Board Member ("IBM") has filed both an administrative complaint against Dr. Trammel as well as an amended complaint against Dr. Trammel, both documents setting forth more specifically the allegations against the said Dr. Trammel and the statutes alleged to have been violated.
- 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 633.527(2) states that should the Board find "that an osteopathic physician has violated any provision of this section, **the Board may impose a fine of not more than**

1 **\$5,000** against the osteopathic physician **for each violation, in addition to any other**
2 **finest or penalties permitted by law.** (Emphasis added.) This statute was added to
3 the law in 2003. By the use of the word "shall" by the Nevada State Legislature in this
4 statute, the Legislature intended to mandatorily require all osteopathic physicians to
5 report any of the four (4) events mentioned in the statute. The IBM has alleged that Dr.
6 Trammel violated this statute by failing to notify the Board of the loss of privileges at
7 the Northeastern Nevada Regional Hospital and by failing to notify the Board of the
8 medical malpractice case.

- 9 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully
10 making a false . . . statement . . . in applying for a license to practice osteopathic
11 medicine or in applying for renewal of a license to practice osteopathic medicine." The
12 IBM has alleged that Dr. Trammel violated this statute on several occasions, including
13 but not limited to, stating "no" to questions pertaining to criminal charges and the
14 medical malpractice case when the correct responses should have been "yes."
15 E. WHEREAS, the term "unprofessional conduct also includes: engaging in any conduct
16 detrimental to the public health, safety or morals which does not constitute gross or
17 repeated malpractice or professional incompetence and the failure of a licensee to
18 make medical records of a patient available for inspection and copying as provided by
19 NRS 629.061.
20 F. WHEREAS, NRS 633.511 states that it is grounds for discipline if an osteopathic
21 physician terminates the medical care of a patient without adequate notice or without
22 making other arrangements for the continued care and treatment of the patient.
23 G. WHEREAS, NAC 633.350(9) states that a licensee engages in "unethical conduct" if
24 he engages in any conduct that the Board determines constitutes an unfitness to
25 practice osteopathic medicine, abandons a patient, and fails to comply with an order of
26 the Board.
27 H. WHEREAS, NAC 633.370 states that if a medical competency examination determines
28 that a licensee is not competent to practice osteopathic medicine with reasonable skill
and safety to patients, the Board will consider that determination to constitute a rebuttal
presumption of professional incompetence with regard to the licensee.
I. WHEREAS, NRS 633.511(1) defines "unprofessional conduct" as a ground for
initiating a formal disciplinary proceeding; and such discipline for "unprofessional
conduct" may include public reprimands, the suspension or revocation of the license to
practice osteopathic medicine in the State of Nevada, and a fine not to exceed \$5,000
per violation.
J. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
recover from a person reasonable attorney's fees and costs that are incurred by the
regulatory body as part of its investigative, administrative and disciplinary proceedings
against the person if the regulatory body" either enters a final order or enters into a
settlement agreement.
K. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
Board to continue with a formal disciplinary/administrative hearing
L. WHEREAS, the parties understand that this Agreement will be signed by the
respective parties and will then be offered to the Board for the entire Board's approval
at the next Board meeting, with the recommendation of the Investigating Board
Member that this matter be settled pursuant to the terms contained herein. 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.
M. WHEREAS, Dr. Trammel understands that the Board is free to accept or reject this
Agreement and, if rejected by the Board, a formal disciplinary hearing will be

1 immediately scheduled. The Board members who review this matter for approval of
2 this Agreement may be the same members who ultimately hear the disciplinary
3 complaint if this Agreement is not approved by the Board. Dr. Trammel hereby agree to
4 waive any rights he might have to challenge the impartiality of the Board to hear the
5 disciplinary complaint, based on prior knowledge obtained by the Board through
6 consideration of this Agreement, if after review by the Board, this Agreement is
7 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded
8 as null and void.

- 9 N. WHEREAS, Dr. Trammel acknowledges that the Board will retain jurisdiction over this
10 matter until all terms and conditions set forth in this Agreement and Order have been
11 met to the satisfaction of the Board.
- 12 O. WHEREAS, Dr. Trammel acknowledges that the Board had a reasonable basis to
13 believe that the statutes and/or regulations regulating the practice of Osteopathic
14 Medicine in the State of Nevada have been violated.
- 15 P. WHEREAS, in order to resolve the matter prior to it proceeding to a formal disciplinary
16 hearing and to save further costs and expenses, Dr. Trammel has elected to enter into
17 this Agreement to resolve this matter, and this matter only.
- 18 Q. WHEREAS, Dr. Trammel acknowledges that once accepted by the Board, this
19 Agreement and all associated documentation become a matter of public record (with
20 the exception of medical information related to patients).
- 21 R. WHEREAS, Dr. Trammel has had the opportunity to obtain the advice from competent
22 counsel of his choice concerning the terms and conditions of this Agreement and the
23 execution thereof. No coercion has been exerted upon Dr. Trammel, nor have any
24 promises been made other than those reflected in this Agreement. Dr. Trammel freely
25 and voluntarily entered into this agreement, motivated only by a desire to resolve the
26 issues addressed herein. Dr. Trammel has executed this Agreement only after a
27 careful reading of it and a full understanding of all its terms.
- 28 S. WHEREAS, Dr. Trammel is fully aware of his rights to contest the charges pending
against him. These rights include: representation by an attorney at his own expense,
the right to a public hearing on any charges or allegations filed, the right to confront
and cross-examine witnesses called to testify against him, the right to present evidence
on his own behalf, the right to compulsory process to secure the attendance of such
witnesses, the right to testify on his own behalf, the right to receive written findings of
fact and conclusions of law supporting the decision on the merits of the complaint and
the right to obtain judicial review of the Board's decision. Should the Board accept this
Agreement, Dr. Trammel voluntarily waives these rights.
- T. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
of the State of Nevada.
- U. WHEREAS, this Agreement and Order contains a complete description of the
agreement between the parties and it supersedes any previous agreements between
the parties. All material representations, understandings and promises of the parties
are contained in this Agreement. Any modifications must be set forth in writing, signed
by all the parties, and approved by the Board.

III. TERMS OF THE AGREEMENT

- A. Dr. Trammel acknowledges that the failure to report the final decision/loss of
privileges at the Northeastern Nevada Region Hospital and the failure to report both
the criminal issue and the medical malpractice issue allegations are true; and each

1 such act is a violation of NRS chapter 633 for which discipline is permissible under
2 Nevada law.

- 3 B. Dr. Trammel acknowledges that the failure to comply with a Board order is true and
4 is a violation of NRS and NAC chapters 633 for which discipline is permissible
5 under Nevada law.
- 6 C. Dr. Trammel acknowledges that the allegations pertaining to the abandonment of
7 patients, failing to provide patients with medical records, and the failure to accurately
8 respond to questions within license renewal applications are true and are violations
9 of Nevada law.
- 10 D. In exchange for the Board not pursuing an administrative action and formal
11 disciplinary hearing on the Amended Complaint on file with the Board, and Dr.
12 Trammel not pursuing subsequent reviews by the appropriate appellate Courts, the
13 parties have agreed to resolve all aspects of the current matters as described in the
14 Complaint, the Amended Complaint and this Agreement.
- 15 E. Dr. Trammel agrees to place his Nevada Osteopathic medicine license in inactive
16 status and that he will not seek a full, unrestricted osteopathic medicine license
17 from this Board until all recommendations of Palmetto and McDonald/Scripps at
18 LaJolla have been satisfied. By going into an "inactive" status, such will allow Dr.
19 Trammel the time and opportunity to satisfy any such requirements.
- 20 F. Dr. Trammel agrees to pay the sum of Five Thousand Dollars (\$5,000.00) as the
21 fine imposed for having violated NRS and NAC chapters 633. This sum **includes**
22 all fees and costs incurred by the Board up to and including the approval of this
23 settlement agreement by the Board at its next scheduled board meeting pursuant to
24 NAC 633.470(2)(b)(6). Such amount shall be payable at the monthly rate of One
25 Hundred, Fifty Dollars (\$150.00) per month beginning on the 1st day of February,
26 2011, and shall continue to be due on the first day of each month thereafter until
27 paid in full. The sum of \$5,000.00 should be paid in full prior to the return of Dr.
28 Trammel's full, unrestricted osteopathic medicine license.
- G. Dr. Trammel understands that failure to comply with any portion of this agreement,
including the payment plan set forth above, may result in further administrative
action being filed and/or taken against the said Dr. Charles Trammel.
- H. The Respondent, Dr. Trammel, agrees to bear his own fees and costs, including
the fees and expenses of his own attorney(s) if applicable.
- I. This Agreement and Order shall inure to the benefit of and be binding upon each of
the parties hereto and their respective heirs, personal representatives, assigns and
successors in interest of each party.
- J. This Agreement and Order shall be construed in accordance with the laws of the
State of Nevada.
- K. This settlement agreement consists of six (6) 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, amendment, or modification shall be in writing and subject to
approval by the Board.
- L. In consideration for the execution of this Agreement, Dr. Trammel hereby releases
and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
and the State Attorney General's Office (as counsel for the Board), and each of
their representatives, investigators, and employees, in their individual and
representative capacity (collectively the State 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

raised in this matter, and other matters relating thereto.

- M. Dr. Trammel, 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.
- N. 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.
- O. LASTLY, by executing this agreement, 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 July 2010.

DATED this 28 day of July, 2010. September (DH)

CHARLES TRAMMEL, D.O.
 By [Signature]
 1948 Raedel Ct.
 San Diego, CA 92154

and

DATED this 28 day of July, 2010.

NEVADA STATE BOARD OF
 OSEOPATHIC MEDICINE
 By: [Signature]
 C. Dean Milne, D.O., Vice-
 President of the Board

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE
 By: [Signature]
 Djanna Hegeduis, #5616
 Board Counsel

ACKNOWLEDGEMENT

On this the _____ day of _____, 2010, the said Charles Trammel, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

See Attachment
 Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

ACKNOWLEDGMENT

State of California
County of SAN DIEGO

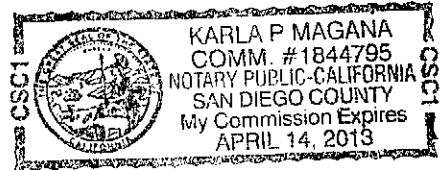
On July 28, 2010 before me, KARLA P. MAGANA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Charles Lee Trammel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



had, now has, may have had, or claim to have against any and all of the persons and entities named herein arising out of, or by reason of, the investigation of the allegations raised in this matter, and other matters relating thereto.

M. Dr. Trammel, 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.

N. 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.

O. LASTLY, by executing this agreement, 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.

DATED this _____ day of _____, 2010.

CHARLES TRAMMEL, D.O.

By _____
1948 Raedel Ct.
San Diego, CA 92154

see prior pages

and

DATED this _____ day of _____, 2010.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: *C. Dean Milne*
C. Dean Milne, D.O., Vice-
President of the Board

By: *Dianna Hegeduis*
Dianna Hegeduis, #5616
Board Counsel

ACKNOWLEDGEMENT

On this the _____ day of _____, 2010, the said Charles Trammel, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Notary Public

see prior pages

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Trammel fail to comply with any terms or conditions of this Agreement, Dr. Trammel 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. Trammel and/or reducing any amounts due and owing to judgment for purposes of collection. Should this Agreement become null and void by Dr. Trammel's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Trammel, but the Board may also seek the maximum fees, fines, and costs for the investigation and prosecution of the underlying case as well as the maximum fees, fines, and costs for the failure to comply with this Agreement and Order.

DATED this 7 day of September, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: [Signature]
Paul Kalekas, D.O., Secretary-Treasurer of the Board

*JAMES ANTHONY
D.O. / J.D.*

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

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1 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

2 IN THE MATTER OF
3 CHARLES TRAMMEL, D.O., LIC. # 879
4 RESPONDENT.

) Case No.: AD0911004

) Filed:

) NV STATE BOARD OF
OSTEOPATHIC MEDICINE

5 SEP 08 2010

6 WRITTEN NOTICE OF ENTRY OF ORDER
7 APPROVING SETTLEMENT AGREEMENT

8 **FILED**

9 PLEASE TAKE NOTICE that the settlement agreement entered into by the Respondent
10 and the Investigative Board Member has been approved by the Board; and a file-stamped copy
11 of the same is attached hereto.

12 DATED this 8th day of September, 2010.

13 NEVADA STATE BOARD OF
14 OSEOPATHIC MEDICINE

15 By: Dianna Hegeduis

16 Dianna Hegeduis, # 5616
17 Board Counsel
18 901 American Pacific Dr., # 180
19 Henderson, NV 89014

20 CERTIFICATE OF MAILING / PROOF OF SERVICE

21 On the 8th day of September, 2010, I served a copy of the above document
22 with attachment upon Charles Trammel, D.O., at his last known addresses of:

23 Charles Trammel, D.O.
24 Primary Family Care
25 1995 Errecart Blvd., #208
26 Elko, NV 89801

27 Charles Trammel, D.O.
28 1948 Raedel Ct
San Diego, CA 92154

by placing said document in the U.S. mail, postage thereon prepaid, and such service is
pursuant to the provisions of NRS and NAC chapters 633.

Michelle Ramez

An employee of the NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE