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BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT)

AGAINST)

LAMONT A. TYLER, D.O.)

RESPONDENT.)

~~Case No. 08-00002~~
NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

Filed: NOV 15 2008

FILED
Executive Director

SETTLEMENT AGREEMENT AND ORDER

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between the Nevada State Board of Osteopathic Medicine ("the Board") through their counsel, Dianna Hegeduis, Sr. Deputy Attorney General, of the Nevada Attorney General's Office and Lamont A. Tyler, D.O. ("Dr. Tyler"), through his counsel, Paul Chatzky, Esq. (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 Investigative Board Member Daniel Curtis, D.O. ("Curtis") filed a complaint ("Complaint") in this action. The Complaint resulted from the application for a license to practice osteopathic medicine in the State of Nevada and information which came to light from the general public.
- B. WHEREAS, the Investigative Board Member alleged that Dr. Tyler incorrectly answered a question on his application concerning the loss of privileges with the Evanston Northwestern Healthcare Corporation as well as the alleged failure to report the lawsuit in Illinois concerning unethical and unprofessional conduct towards a female patient, the consent order issued by the Illinois licensing agency, the probation imposed by the Indiana Medical Licensing Board, and the voluntary surrender of the Colorado osteopathic medicine license.
- C. WHEREAS, the parties have agreed to settle this matter as described herein and the previously scheduled Hearing was cancelled.
- D. 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. The Agreement shall not become

- 1 effective until it has been approved by a majority of the Board and endorsed by a
2 representative member of the Board.
- 3 E. WHEREAS, Dr. Tyler understands that the Board is free to accept or reject this
4 Agreement and, if rejected by the Board, a formal disciplinary hearing on a
5 complaint against Dr. Tyler may be scheduled. The Board members who review
6 this matter for approval of this Agreement may be the same members who
7 ultimately hear the disciplinary complaint if this Agreement is not approved by the
8 Board. Dr. Tyler hereby agrees to waive any rights he might have to challenge
9 the impartiality of the Board to hear the disciplinary complaint, based on prior
10 knowledge obtained by the Board through consideration of this Agreement, if
11 after review by the Board, this Agreement is rejected. Furthermore, if the Board
12 does not accept the Agreement, it shall be regarded as null and void.
- 13 F. WHEREAS, Dr. Tyler acknowledges that the Board will retain jurisdiction over
14 this matter until all terms and conditions set forth in this Agreement and Order
15 have been met to the satisfaction of the Board.
- 16 G. WHEREAS, Dr. Tyler acknowledges that the Board had a reasonable basis to
17 believe that the statutes and/or regulations regulating the practice of Osteopathic
18 Medicine in the State of Nevada may have been violated. Dr. Tyler agrees to
19 abide by all rules governing the practice of osteopathic medicine in Nevada.
- 20 H. WHEREAS, in order to resolve the matter of disciplinary proceedings and to save
21 further costs and expenses, Dr. Tyler has elected to enter into this Agreement.
- 22 I. WHEREAS, Dr. Tyler acknowledges that once accepted by the Board, this
23 Agreement and all associated documentation become a matter of public record.
- 24 J. WHEREAS, Dr. Tyler has had the opportunity to obtain the advice from
25 competent counsel of his choice concerning the terms and conditions of this
26 Agreement and the execution thereof. No coercion has been exerted upon Dr.
27 Tyler, nor have any promises been made other than those reflected in this
28 Agreement. Dr. Tyler freely and voluntarily entered into this agreement,
motivated only by a desire to resolve the issues addressed herein. Dr. Tyler has
executed this Agreement only after a careful reading of it and a full
understanding of all its terms.
- K. WHEREAS, Dr. Tyler 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. Tyler
voluntarily waives these rights.
- L. WHEREAS, this Agreement and Order shall be construed in accordance with the
laws of the State of Nevada.
- M. 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

1 of the parties are contained in this Agreement. Any modifications must be set
2 forth in writing, signed by all the parties, and approved by the Board.

3 **III. TERMS OF THE AGREEMENT**

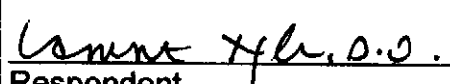
- 4 A. Dr. Tyler agrees to admit to unethical and/or unprofessional conduct, in that
5 he engaged in a consensual sexual relationship with a certain female patient
6 from 2002 until October of 2003 and that the said conduct resulted in the
7 entry of that certain Consent Order by the Illinois Department Of Financial
8 And Professional Regulation (Case No. 2004031161) on or about September
9 29, 2005, and entry of that certain Order by the Medical Licensing Board of
10 Indiana on or about June 28, 2006 (Case No. 2006 MLB 0014). Additionally,
11 Dr. Tyler agrees to allow his license to practice osteopathic medicine in
12 Nevada to expire and that he will not seek to have it placed on an "inactive"
13 status. In exchange for the aforestated admission and the voluntary lapse of
14 his license from both active and inactive status, the Board will not pursue the
15 other allegations against Dr. Tyler and the parties agree that Dr. Tyler's entry
16 into this Agreement shall not and is not to be construed as an admission on
17 his part to any other allegations made or brought against him in this Case, all
18 such allegations not expressly admitted by Dr. Tyler being deemed
19 withdrawn, subject to the terms of this Agreement and total compliance
20 therewith.
- 21 B. Dr. Tyler agrees to pay the sum of Seven Thousand, Five Hundred Dollars
22 (\$7,500.00) as fees and costs incurred in the prosecution of this action
23 pursuant to NAC 633.470; such amount shall be payable in the amount of
24 \$750.00 per month beginning on December 15, 2008, and continuing until the
25 full amount of Seven Thousand, Five Hundred Dollars is paid.
- 26 C. Should Dr. Tyler fail to satisfy and pay the indebtedness of \$7,500.00 in a
27 timely manner as discussed herein, Dr. Tyler understands and agrees that he
28 will be considered in default of this Agreement, and this agreement will be null
and void, with the Respondent receiving credit for payments made to date.
The Board may then take whatever action it deems appropriate, including but
not limited to reducing the balance to judgment pursuant to NRS chapter
353C.
- D. Should Dr. Tyler fail to satisfy and pay the indebtedness of \$7,500.00 in a
timely manner as discussed herein, Dr. Tyler understands and agrees that the
Board may then pursue the remaining allegations set forth in the complaint
against him.
- E. The Respondent, Dr. Tyler, agrees to bear his own fees and costs, including
the fees and expenses of his own attorney(s).
- F. 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.
- G. This Agreement and Order shall be construed in accordance with the laws of
the State of Nevada.

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- H. This settlement agreement consists of five (5) pages and embodies the entire agreement between the Board and the Respondent. 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.
- I. In consideration for the execution of this Agreement, Dr. Tyler hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada State Attorney General's Office, and each of their representatives, investigators, and employees, in their individual and 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, including those noted in the administrative complaint on file herein, and other matters relating thereto.
- J. Dr. Tyler, 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 his failure to perform his obligations under this Agreement.
- K. 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.

LAMONT TYLER, D.O.

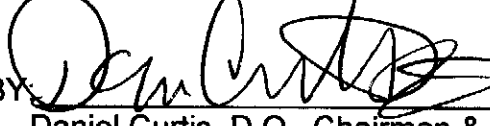
PAUL CHATZKY, ESQ.

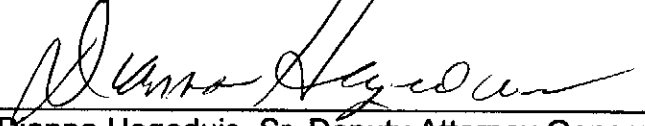

Respondent

By 
Attorney for Respondent Tyler

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

CATHERINE CORTEZ MASTO
Attorney General

BY 
Daniel Curtis, D.O., Chairman &
Investigating Board Member

By 
Dianna Hegeduis, Sr. Deputy Attorney General
Counsel for the Investigating Board Member

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ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Tyler fail to comply with any terms or conditions of this Agreement, Dr. Tyler 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. Tyler. Should this Agreement become null and void by Dr. Tyler's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Tyler, but the Board may also seek the maximum fees, fines, and costs.

DATED this 15 day of NOV, 2008.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: 
Dr. C. Dean Milne, Vice-Chairman of the Board