

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)

) CASE NO. MA 1007008

SANGEETA WAGNER, D.O., LIC. #1038,)

Respondent.)

NV STATE BOARD OF OSTEOPATHIC MEDICINE

SETTLEMENT AGREEMENT AND ORDER

SEP 08 2010

I. PARTIES

FILED

This Settlement Agreement and Order ("Agreement and Order") is made by and between Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" 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 Sangeeta Wagner, D.O. ("Dr. Wagner") (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, ascertained certain information regarding litigation filed against Dr. Wagner. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licensees.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
 - (1) Re: patient "W.C." Suit was filed against the physician in May, 2006 and settled was dismissed in February 2009. The IBM has alleged that the physician did not timely report the commencement or settlement of the lawsuit to the Board, i.e., within 45 days of the event. Additionally, the physician responded "no" to the questions about medical malpractice cases in the 2007 and 2010 renewal applications when the proper responses should have been "yes" because of the "W.C." lawsuit. The IBM has alleged these are violations of NRS chapter 633 as discussed 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 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 **fines 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.

- 6 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
7 . . . statement . . . in applying for a license to practice osteopathic medicine or in
8 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
9 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
10 proceeding; and such discipline may include public reprimands, the suspension or
11 revocation of the license to practice osteopathic medicine in the State of Nevada, and
12 an assessment of a fine not to exceed \$5,000 per violation.
- 13 E. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
14 recover from a person reasonable attorney's fees and costs that are incurred by the
15 regulatory body as part of its investigative, administrative and disciplinary proceedings
16 against the person if the regulatory body" either enters a final order or enters into a
17 settlement agreement.
- 18 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
19 Board to file a formal disciplinary complaint.
- 20 G. WHEREAS, the parties understand that this Agreement will be signed by the
21 respective parties and will then be offered to the Board for the entire Board's approval
22 at the next Board meeting, with the recommendation of the Investigating Board
23 Member that this matter be settled. The Agreement shall not become effective until it
24 has been approved by a majority of the Board and endorsed by a representative
25 member of the Board.
- 26 H. WHEREAS, Dr. Wagner understands that the Board is free to accept or reject this
27 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed
28 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. Wagner
 hereby agrees to waive any rights she 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.
- I. WHEREAS, Dr. Wagner 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.
- J. WHEREAS, Dr. Wagner 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.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
 and to save further costs and expenses, Dr. Wagner has elected to enter into this
 Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Wagner acknowledges that once accepted by the Board, this
 Agreement and all associated documentation become a matter of public record (with
 the exception of medical information related to any patient at issue).
- M. WHEREAS, Dr. Wagner has had the opportunity to obtain the advice from competent
 counsel of her choice concerning the terms and conditions of this Agreement and the
 execution thereof. No coercion has been exerted upon Dr. Wagner, nor have any

1 promises been made other than those reflected in this Agreement. Dr. Wagner freely
2 and voluntarily entered into this agreement, motivated only by a desire to resolve the
3 issues addressed herein. Dr. Wagner has executed this Agreement only after a
4 careful reading of it and a full understanding of all its terms.

- 5 N. WHEREAS, Dr. Wagner is fully aware of her rights to contest the charges pending
6 against him. These rights include: representation by an attorney at her own expense,
7 the right to a public hearing on any charges or allegations filed, the right to confront
8 and cross-examine witnesses called to testify against her, the right to present evidence
9 on her own behalf, the right to compulsory process to secure the attendance of such
10 witnesses, the right to testify on her own behalf, the right to receive written findings of
11 fact and conclusions of law supporting the decision on the merits of the complaint and
12 the right to obtain judicial review of the Board's decision. Should the Board accept this
13 Agreement, Dr. Wagner voluntarily waives these rights.
- 14 O. WHEREAS, this Agreement and Order contains a complete description of the
15 agreement between the parties and it supersedes any previous agreements between
16 the parties. All material representations, understandings and promises of the parties
17 are contained in this Agreement. Any modifications must be set forth in writing, signed
18 by all the parties, and approved by the Board.

19 III. TERMS OF THE AGREEMENT

- 20 A. Dr. Wagner acknowledges that the failure to report allegations are true, and each
21 such act is a violation of NRS chapter 633 for which discipline is permissible under
22 Nevada law. In exchange for the Board not pursuing an administrative action on the
23 non-reporting allegations or the inaccurate renewal applications/unprofessional
24 conduct allegations, and Dr. Wagner not pursuing subsequent reviews by the
25 appropriate appellate Courts, the parties have agreed to resolve the current matter,
26 and only this matter. Dr. Wagner will henceforth insure that all lawsuits involving
27 him will be timely and accurately reported to the Board, and the failure to do so may
28 result in the Board bringing a disciplinary action against the osteopathic medical
license issued by the Board to Dr. Wagner. 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 waives all other claims
and/or allegations regarding renewal applications.
- B. Dr. Wagner 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
agreement by the Board at its next scheduled board meeting pursuant to NAC
633.470(2)(b)(6). Such amount shall be payable in monthly installments of \$250.00
each with the first payment being due on the _____ day of _____
2010, and a like payment being due on the _____ day of each month thereafter
until said amount is paid in full. *pd full ck 0266*
- C. Should Dr. Wagner fail to satisfy and pay the indebtedness of \$1,000.00 in a timely
manner as discussed herein, Dr. Wagner understands and agrees that she 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

- 1 take whatever action it deems appropriate, including but not limited to reducing the
2 balance to judgment pursuant to NRS chapter 353C.
- 3 D. The Respondent, Dr. Wagner, agrees to bear her own fees and costs, including the
4 fees and expenses of her own attorney(s) if applicable.
- 5 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
6 the parties hereto and their respective heirs, personal representatives, assigns and
7 successors in interest of each party.
- 8 F. This Agreement and Order shall be construed in accordance with the laws of the
9 State of Nevada.
- 10 G. This settlement agreement consists of five (5) pages and embodies the entire
11 agreement between the Board and the osteopathic physician. It may not be
12 altered, amended or modified without the express consent of the parties, and any
13 subsequent alteration, amendment, or modification shall be in writing and subject to
14 approval by the Board.
- 15 H. In consideration for the execution of this Agreement, Dr. Wagner hereby releases
16 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
17 and the Nevada Attorney General's Office (as counsel for the Board), and each of
18 their representatives, investigators, and employees, in their individual and
19 representative capacity (collectively the State Agencies) from any and all manner of
20 actions, causes of actions, suits, debts, judgments, executions, claims, and
21 demands whatsoever known or unknown, in law and in equity, that she may have
22 had, now has, may have had, or claim to have against any and all of the persons
23 and entities named in this paragraph arising out of, or by reason of, the
24 investigation of the allegations raised herein, and other matters relating thereto.
- 25 I. Dr. Wagner, for herself, her heirs, executors, administrators, successors and
26 assigns, hereby indemnifies and holds harmless the State of Nevada, the State
27 Board of Osteopathic Medicine, the Attorney General's office and each of their
28 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, 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 ~~August~~ Sept ^{OK} 2010 and that
upon payment of the fine mentioned above, an order of fulfillment will be scheduled
for approval by the Board in the month of ~~August~~ Oct ^{OK} 2010.

SANGEETA WAGNER, D.O.

By: Sangeeta Wagner D.O.
Osteopathic Physician

Dated: 8/9/2010

1 NEVADA STATE BOARD OF
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

3 BY: _____
4 Paul Edwards, Esq.
Investigating Board Member

By _____
Dianna Hegeduis, Executive Director -
Board Counsel

5 Dated: _____
6

Dated: _____

7
8 **ACKNOWLEDGEMENT**

9 On this the 9 day of August, 2010, the said SANGEETA
10 WAGNER, D.O., personally appeared before me, a notary public, and signed the above
11 document, freely and voluntarily, under no duress.

12 *Anna L. Reisinger*
Notary Public

13
14

Anna L. Reisinger NOTARY PUBLIC - STATE OF NEVADA My Appointment Expires 03/23/2011 Appointment No. 07-2478-2
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15 **ORDER OF THE BOARD**

16 **IT IS SO ORDERED.**

17 **IT IS FURTHER ORDERED** that should Dr. Wagner fail to comply with any terms or
18 conditions of this Agreement, Dr. Wagner will be in breach of this Agreement; and this
19 Agreement will be null and void. The Board may take whatever action it deems appropriate,
20 including but not limited to proceeding with the administrative action against Dr. Wagner.
21 Should this Agreement become null and void by Dr. Wagner's failure to comply with terms or
22 conditions of this Agreement, the Board may not only pursue an administrative action against
23 Dr. Wagner, but the Board may also seek the maximum fees, fines, and costs.

24 DATED this _____ day of _____, 2010.

25
26 NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

27 BY: _____
28 Dr. Daniel K. Curtis, President of the Board

1 NEVADA STATE BOARD OF
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

3 BY: *Paul Edwards*
4 Paul Edwards, Esq.
Investigating Board Member

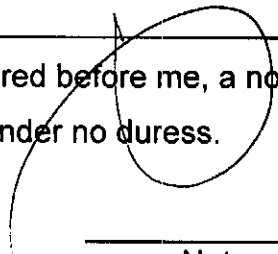
By *Dianna Hegeduis*
Dianna Hegeduis, Executive Director -
Board Counsel

5
6 Dated: 8/17/10

Dated: 8-26-10

7
8 **ACKNOWLEDGEMENT**

9 On this the ____ day of _____, 2010, the said SANGEETA
10 WAGNER, D.O., personally appeared before me, a notary public, and signed the above
11 document, freely and voluntarily, under no duress.



12 _____
Notary Public

13
14 **ORDER OF THE BOARD**

15 **IT IS SO ORDERED.**

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17 conditions of this Agreement, Dr. Wagner will be in breach of this Agreement; and this
18 Agreement will be null and void. The Board may take whatever action it deems appropriate,
19 including but not limited to proceeding with the administrative action against Dr. Wagner.
20 Should this Agreement become null and void by Dr. Wagner's failure to comply with terms or
21 conditions of this Agreement, the Board may not only pursue an administrative action against
22 Dr. Wagner, but the Board may also seek the maximum fees, fines, and costs.

23
24 DATED this 7 day of September, 2010.

25
26 NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

27 BY: *Daniel K. Curtis*
28 Dr. Daniel K. Curtis, President of the Board

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)
SANGEETA WAGNER, D.O., LIC. #1038,)
Respondent.)

CASE NO. MA 1007008 NV STATE BOARD OF OSTEOPATHIC MEDICINE

SEP 08 2010

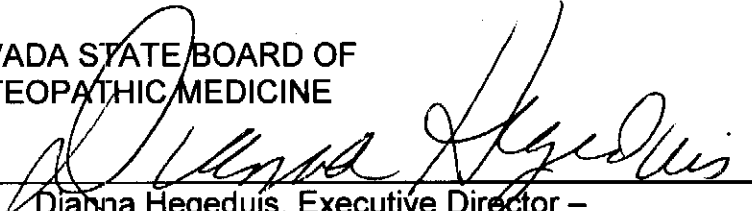
FILED

WRITTEN NOTICE OF ENTRY OF ORDER APPROVING SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that an order was entered regarding the Settlement Agreement in the above-referenced matter and a copy of the same is attached hereto.

DATED THIS 8th day of September, 2010.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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

CERTIFICATE OF MAILING

I hereby certify that on the 8th day of September, 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.


An employee of the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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