

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

2 IN A MATTER INVOLVING )

3 ELIZABETH WINFIELD, P.A., LIC. #115, )

4 Respondent. )

) CASE NO. MA 1009002 NV STATE BOARD OF OSTEOPATHIC MEDICINE

JAN 12 2011

5 **SETTLEMENT AGREEMENT AND ORDER**

**FILED**

6 **I. PARTIES**

7 This Settlement Agreement and Order ("Agreement and Order") is made by and  
8 between Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" 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 Elizabeth Winfield, P.A.  
11 ("Ms. Winfield") (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 Ms. Winfield. The information was
- 16 ascertained as a result of the Board's staff due diligence in investigating its
- 17 applicants/licenseses.
- 18 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
- 19 (1) Re: patient "E.H." Suit was filed against the physician assistant on or about
- 20 January 2008 and the court granted summary judgment in the P.A.'s favor in May
- 21 2010. The IBM has alleged that the physician assistant responded "no" to the
- 22 questions about medical malpractice cases in the calendar year 2008 in the renewal
- 23 application submitted for the year 2009, and the proper responses should have been
- 24 "yes" because of the lawsuit. The IBM has alleged this is a violation of NRS chapter
- 25 633 as discussed hereinafter. The physician assistant did properly respond to the
- 26 questions in the 2011 renewal application submitted in 2010.
- 27 C. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
- 28 . . . statement . . . in applying for a license to practice osteopathic medicine or in
- applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
- 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
- proceeding; and such discipline may include public reprimands, the suspension or
- revocation of the license to practice medicine in the State of Nevada, and an
- assessment of a fine not to exceed \$5,000 per violation.
- D. 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

- 1 against the person if the regulatory body" either enters a final order or enters into a  
2 settlement agreement.
- 3 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
4 Board to file a formal disciplinary complaint and/or prove their allegations.
- 5 F. WHEREAS, the parties understand that this Agreement will be signed by the  
6 respective parties and will then be offered to the Board for the entire Board's approval  
7 at the next Board meeting, with the recommendation of the Investigating Board  
8 Member that this matter be settled. The Agreement shall not become effective until it  
9 has been approved by a majority of the Board and endorsed by a representative  
10 member of the Board.
- 11 G. WHEREAS, Ms. Winfield understands that the Board is free to accept or reject this  
12 Agreement and, if rejected by the Board, a disciplinary complaint may be filed and a  
13 hearing scheduled. The Board members who review this matter for approval of this  
14 Agreement may be the same members who ultimately hear the disciplinary complaint if  
15 this Agreement is not approved by the Board. Ms. Winfield hereby agrees to waive any  
16 rights she might have to challenge the impartiality of the Board to hear the disciplinary  
17 complaint, based on prior knowledge obtained by the Board through consideration of  
18 this Agreement, if after review by the Board, this Agreement is rejected. Furthermore, if  
19 the Board does not accept the Agreement, it shall be regarded as null and void.
- 20 H. WHEREAS, Ms. Winfield acknowledges that the Board will retain jurisdiction over this  
21 matter until all terms and conditions set forth in this Agreement and Order have been  
22 met to the satisfaction of the Board.
- 23 I. WHEREAS, Ms. Winfield acknowledges that the Board had a reasonable basis to  
24 believe that the statutes and/or regulations regulating the practice of Osteopathic  
25 Medicine in the State of Nevada may have been violated.
- 26 J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
27 and to save further costs and expenses, Ms. Winfield has elected to enter into this  
28 Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Ms. Winfield 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).
- L. WHEREAS, Ms. Winfield 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 Ms. Winfield, nor have any  
promises been made other than those reflected in this Agreement. Ms. Winfield freely  
and voluntarily entered into this agreement, motivated only by a desire to resolve the  
issues addressed herein. Ms. Winfield has executed this Agreement only after a  
careful reading of it and a full understanding of all its terms.
- M. WHEREAS, Ms. Winfield is fully aware of her rights to contest the charges pending  
against her. These rights include: representation by an attorney at her 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 her, the right to present evidence  
on her own behalf, the right to compulsory process to secure the attendance of such  
witnesses, the right to testify on her 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, Ms. Winfield voluntarily waives these rights.
- N. 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

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

3 **III. TERMS OF THE AGREEMENT**

4 A. Ms. Winfield acknowledges that the failure to report allegation is true, and such is a  
5 violation of NRS chapter 633 for which discipline is permissible under Nevada law.  
6 In exchange for the Board not pursuing an administrative action on the non-  
7 reporting allegation, and Ms. Winfield not pursuing subsequent reviews by the  
8 appropriate appellate Courts, the parties have agreed to resolve the current matter,  
9 and only this matter. Ms. Winfield will henceforth insure that all lawsuits involving  
10 her will be timely and accurately reported to the Board, and the failure to do so may  
11 result in the Board bringing a disciplinary action against the P.A. license issued by  
12 the Board to Ms. Winfield. If any lawsuit is not reported to the Board, such will be in  
13 violation of this agreement as well as the applicable statutes. **ADDITIONALLY,**  
14 **THE BOARD ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE,**  
15 **THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED BY**  
16 **THE BOARD; AND THAT THE PARTIES HAVE SIMPLY AGREED TO AN**  
17 **ADMINISTRATIVE FINE BEING ASSESSED SOLELY TO RESOLVE THE NON-**  
18 **REPORTING ISSUE.**

19 B. Ms. Winfield agrees to pay the sum of One Hundred Fifty Dollars (\$150.00) as the  
20 fine imposed for having violated NRS chapter 633. This sum includes all fees and  
21 costs incurred by the Board up to and including the approval of this settlement  
22 agreement by the Board at its next scheduled board meeting pursuant to NAC  
23 633.470(2)(b)(6). Such amount shall be payable as follows: the sum of \$ 150<sup>00</sup>  
24 is due on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and a like payment  
25 shall be due on the \_\_\_\_ day of each month thereafter, until the amount of  
26 \$250.00 is paid in full. *pd full ck # 2927*

27 C. Should Ms. Winfield fail to satisfy and pay the indebtedness of \$150.00 in a timely  
28 manner as discussed herein, Ms. Winfield 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  
take whatever action it deems appropriate, including but not limited to reducing the  
balance to judgment pursuant to NRS chapter 353C.

D. The Respondent, Ms. Winfield, agrees to bear her own fees and costs, including  
the fees and expenses of her own attorney(s) if applicable.

E. 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.

F. This Agreement and Order shall be construed in accordance with the laws of the  
State of Nevada.

G. This settlement agreement consists of five (5) pages and embodies the entire  
agreement between the Board and the physician assistant. 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.

H. In consideration for the execution of this Agreement, Ms. Winfield hereby releases  
and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
and the Nevada 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 she 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 herein, and other matters relating thereto.

- I. Ms. Winfield, for herself, her heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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, Physician Assistant hereby expressly, knowingly, and intentionally waives 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 January, 2011 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 February, 2011.

ELIZABETH WINFIELD, P.A.

By: [Signature]  
Physician Assistant

Dated: 12/20/10

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY: [Signature]  
Paul Edwards, Esq.  
Investigating Board Member

Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By [Signature]  
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this the 20 day of December, 2010, the said ELIZABETH WINFIELD, P.A., personally appeared before me, a notary public, and signed the above

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 she 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 herein, and other matters relating thereto.

- I. Ms. Winfield, for herself, her heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the 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, Physician Assistant hereby expressly, knowingly, and intentionally waives 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 \_\_\_\_\_, 2011 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 \_\_\_\_\_, 2011.

ELIZABETH WINFIELD, P.A.

By: \_\_\_\_\_  
Physician Assistant


Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY:   
Paul Edwards, Esq.  
Investigating Board Member

Dated: 12/28/2010

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

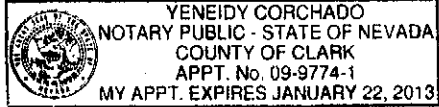
By:   
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 1-11-11

**ACKNOWLEDGEMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, the said ELIZABETH WINFIELD, P.A., personally appeared before me, a notary public, and signed the above

document, freely and voluntarily, under no duress.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

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

DATED this 11<sup>th</sup> day of January, 2011.

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY: *[Handwritten Signature]*  
\_\_\_\_\_  
Dr. Daniel K. Curtis, President of the Board

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 )

) CASE NO. MA 1009 NV STATE BOARD OF  
) OSTEOPATHIC MEDICINE

ELIZABETH WINFIELD, P.A., LIC. #115, )

Respondent. )

JAN 12 2011

**WRITTEN NOTICE OF THE APPROVAL OF THE SETTLEMENT  
AGREEMENT & ENTRY OF ORDER**

PLEASE TAKE NOTICE that the Board approved the settlement agreement entered into by the Respondent and the Board; and issued its order accordingly. A file-stamped copy of the same is attached hereto.

DATED THIS 12 day of January, 2011.

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By

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

**CERTIFICATE OF MAILING**

I hereby certify that on the 12<sup>th</sup> day of January, 2011, I served a copy of the above document and order upon the Respondent, addressed to him/her at the last known address registered with the Board, postage thereon prepaid.

Michelle Jones  
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  
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