BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:

DANIEL ROYAL, D.O.
License No. 512,

Respondents.

Case No. AD12057005
SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member James Anthony, D.O. and its counsel Louis Ling hereby enters into this settlement agreement with Daniel Royal, D.O. (License No. 512), represented by Kimberly Kent and David J. Klink of the law firm of Kent Law Group PLLC. Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

ACKNOWLEDGMENTS

This settlement agreement and order is made and based upon the following acknowledgments by the parties:

1. Dr. Royal is aware of, understands, and has been advised of the effect of this settlement agreement, which he has carefully read and fully acknowledged. Dr. Royal consulted with and was represented by competent counsel of his choice, namely the law firm of Kent Law Group PLLC.

2. Dr. Royal has entered into the settlement agreement, and he is 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 formally 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 testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Royal is waiving all these rights in exchange for the Board's acceptance of this settlement agreement.
3. Should the settlement agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed settlement agreement or other documents or matters pertaining to the consideration of this settlement agreement shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be disqualified or challenged for bias.

4. Dr. Royal and the Board acknowledge that NRS 633.691 provides immunity for the Board, its employees, and its retained specialists from any potential action that might be brought by Dr. Royal and that for the purposes of NRS 633.691, Dr. Royal acknowledges that the Board, its employees, and its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Royal and the Board further acknowledged that NRS 633.691 provides osteopathic physicians such as Dr. Royal with certain protections against administrative actions by the Board, which protections are inapplicable in this matter.

5. In consideration for the execution of the settlement agreement, the Board withdraws Averment IX in its entirety.

6. Dr. Royal acknowledges that the settlement agreement shall only become effective after both the Board and he have duly executed it.

7. Dr. Royal enters into this settlement agreement after being fully advised of his rights and as to the consequences of this settlement agreement. This settlement agreement embodies the entire agreement reached between the Board and Dr. Royal. It may not be altered, amended, or modified without the express consent of the parties.

8. Dr. Royal acknowledges that the conduct described in the two Complaints in this matter, if proven at a hearing before the Board, would constitute violations of the Nevada Osteopathic Medicine Practice Act (NRS & NAC 633). In particular, Dr. Royal acknowledges that he has been charged with violating NRS 633.511(1), NRS 633.511(5), NRS 633.131(1)(f)(2), NRS 633.131(g), NRS 633.131(k), and NAC 633.287(1)(f), NAC 633.289(1), NAC 633.289(2)(c), NAC 633.350(1)(c), and NAC 633.350(1)(f) related to his pain management treatment and care, and especially related to his prescriptions of various controlled substance and corticosteroids for his patients. Additionally, Dr. Royal acknowledges that he
has been charged with violating NRS 633.511(1) and NRS 633.131(1)(m) related to the making and maintaining of inadequate medical records related to his care of his pain management patients.

9. The Board acknowledges that Dr. Royal is not admitting that the Board's claims have merit and, in fact, that he is pleading "no contest" to these claims to resolve this matter, thus avoiding the costs of hearing and potential subsequent litigation. Dr. Royal asserts that if this matter were to proceed to hearing, he has evidence, witnesses, expert witnesses, and defenses to the facts alleged by the Board, but for the purposes of resolving this matter and for no other purposes, Dr. Royal waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this settlement agreement.

10. Both parties acknowledge that it is in the best interests of each to resolve this matter without a full hearing on the merits because of the cost and risk involved for each party.

11. Both parties acknowledge that the Board has jurisdiction to consider and ratify this settlement agreement and order because Dr. Royal is an osteopathic physician licensed by the Board. Dr. Royal expressly, knowingly, and intentionally waives the 21-day notice requirement contained in the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be presented to the Board for its consideration and potential ratification at the Board's meeting on April 14, 2015.

STIPULATED ADJUDICATION

Based upon the above acknowledgments of the parties and their mutual agreement, the parties stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

1. Dr. Royal shall pay the sum of $18,000.00 as payment of the Board's actual costs for the investigation and prosecution of this matter. Dr. Royal shall make an initial payment in the amount of 25% of the costs to be received with the execution of this Settlement Agreement. Thereafter, Dr. Royal shall pay at least $1,000.00 per month, to be received by the last day of each month beginning May 31, 2015 unless and until his terms of repayment are otherwise modified as is set out in the terms of Dr. Royal's probation that follow.

2. Dr. Royal agrees that he shall not dispense controlled substances from his practice commensurate with the term of probation in paragraph 3 below. This paragraph does not prevent Dr.
Royal from dispensing or prescribing drug samples to his patients at no cost to the patients, homeopathic remedies, over-the-counter remedies, dietary supplements, or dangerous drugs.

3. Dr. Royal’s license shall be on probation for a period of two years commencing on the effective date of this Settlement Agreement and Order. The terms and conditions of probation shall be as follows:

(a) Dr. Royal shall maintain his license on either active or inactive status throughout the term of probation.

(b) Dr. Royal shall comply with all laws related to the practice of osteopathic medicine, whether state or federal, whether statutory or regulatory, and whether contained in NRS and NAC chapters 633, 453, 454, 585, and 639.

(c) Dr. Royal may prescribe controlled substances or corticosteroids for patients for purposes of the treatment of pain subject to the following terms and conditions:

   (i) Within 10 days of the effective date of this Settlement Agreement and Order, the IBM shall identify a medical doctor who is board certified in and practices pain management who shall serve as a practice monitor for Dr. Royal. The practice monitor’s duties and obligations will include:

   (A) Reviewing a reasonable number of Dr. Royal’s patient files related to his pain management of patients with pain-related conditions or issues and making recommendations to assure that Dr. Royal’s practices with these patients comport with the standard of care for a pain management practitioner and with NRS 453.3643, and NRS 639.23507. The practice monitor may incorporate into his or her recommendations to Dr. Royal the Model Policy on the Use of Opioid Analgesics in the Treatment of Chronic Pain published by the Federation of State Medical Boards, the Clinical Guidelines for the Chronic Use of Opioid Therapy in Chronic Non-Cancer Patients from The Journal of Pain, Volume 10, No. 2 (February 2009), or other similar nationally-recognized sources for the practice of pain management and pain medicine.

   (B) Conferring with Dr. Royal regarding Dr. Royal’s treatment plans and patient files regarding the patients that Dr. Royal is treating for pain-related conditions or issues,
including discussing various treatments, modalities, and therapies that may work in substitution for, supplementary to, or complementary with controlled substances with the goal of best managing each patient’s pain with the minimum necessary controlled substances. The practice monitor shall acknowledge in his recommendations that Dr. Royal practice homeopathically and osteopathically, that Dr. Royal’s practice is a family medical practice, and that Dr. Royal may use treatments and modalities that may not be fully studied or verified by evidence-based research (as long as any such treatments and modalities are otherwise safe to and safely used upon patients).

(C) Developing in consultation with Dr. Royal and the IBM a plan that shall contain at least the following elements:

(i) The number and types of pain management patients Dr. Royal shall treat, including consideration of an appropriate amount of new patients on a daily basis and whether such patients need acute or chronic treatment for pain;

(ii) The types of controlled substances that Dr. Royal will prescribe and administer for his pain management patients, which may include controlled substances in all schedules and corticosteroids;

(iii) Limitations, if any, on the quantity of controlled substances and corticosteroids that Dr. Royal might prescribe for his pain management patients; and

(iv) Such other reasonable similar conditions that will assure that Dr. Royal may treat patients for chronic pain in such a way and manner as to conform with this Settlement Agreement and Order.

(D) Monitoring Dr. Royal’s practice to assure that his practice is in compliance with the plan and this Settlement Agreement and Order.

(F) Writing quarterly reports to the Board detailing Dr. Royal’s pain management practice, his compliance with this Settlement Agreement and Order and any other
information that the practice monitor may deem necessary for the Board to know for the
protection of Dr. Royal’s patients and the public of Nevada;

(G) Such other duties as the Board or IBM may require of the practice monitor to
assure that Dr. Royal’s practice of pain management conforms to the applicable laws and
professional standards of care.

(ii) Dr. Royal shall be responsible for the reasonable charges by the practice monitor for
the services necessary to comply with the terms and conditions of this Order, which charges shall
not exceed $250.00 per hour (estimated to total no more than $5,000.00).

(d) Dr. Royal shall take and successfully complete 20 units of continuing medical education
related to pain management, addictionology, and the proper prescribing and use of controlled substances
and 10 units of continuing medical education related to the proper use of corticosteroids. The IBM shall
review any courses taken by Dr. Royal within the last 12 months and shall allow credit for those courses
that relate to pain management, addictionology, and the proper prescribing and use of controlled
substances and corticosteroids, which approval shall not be unreasonably withheld. Dr. Royal shall
provide information regarding the courses he intends to take to satisfy this term of probation to the
Board’s Investigating Board Member (hereinafter IBM, and presently Dr. Anthony) in advance of taking
the course, and the IBM shall notify Dr. Royal of approval or disapproval of such proposed courses
within five days of such notification.

(e) The Board will monitor Dr. Royal’s prescribing of controlled substances through reasonable
random audit of his records and through review of his prescriber’s profile

(f) During the period of probation, Dr. Royal may seek to modify the terms of his plan by
discussing his proposed modifications with the IBM and the practice monitor. If Dr. Royal, the IBM,
and the practice monitor agree on the changes to the terms of his plan, Dr. Royal may thereafter practice
according to the modified terms of his plan.

(g) Dr. Royal shall allow the IBM and the practice monitor to enter his practice at any time during
the practice’s normal operating hours, including any room or area therein, to inspect the practice and
review any or all of his patient and practice records as the IBM or the practice monitor deem reasonably necessary.

(h) If at any time Dr. Royal has paid all of the fees and costs set out in paragraph 1 herein and the Practice Monitor provides four consecutive quarterly reports regarding Dr. Royal’s practice that acknowledge that Dr. Royal is in compliance with the terms of this Settlement Agreement and Order, then the Board will enter an Order of Fulfillment terminating this Settlement Agreement and Order at its next regularly scheduled meeting. Regardless of all other terms and conditions of probation contained herein, Dr. Royal’s probation will not terminate until all of the money ordered in paragraph 1 of the Stipulated Adjudication section of this agreement has been paid in full.

4. Dr. Royal shall meet with the Board or its representatives upon reasonable request and shall reasonably cooperate with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance with the terms and conditions of this order.

5. In the event Dr. Royal fails to materially comply with any term of this Settlement Agreement and Order, he agrees that his controlled substances prescribing privileges in the State of Nevada shall be automatically suspended without any action of the Board other than the issuance of an Order of Suspension by the Executive Director. Should there be a dispute over whether Dr. Royal has failed to materially comply with any term of this Settlement Agreement and Order, Dr. Royal shall be entitled to a hearing before the Board, within 30 days of the issuance of the Order of Suspension, to determine whether continued suspension is warranted. To facilitate the prompt hearing before the Board, Dr. Royal waives the 21-day notice requirement contained in the Nevada Open Meeting Law and acknowledges that the prompt hearing may be presented to the Board for its consideration at the first available regular Board meeting after the suspension is imposed. Additionally, Dr. Royal’s failure to comply with any term or condition of this Settlement Agreement and Order may result in further discipline by the Board, up to and potentially including revocation of his license. The Board’s staff may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If the Board’s
staff is required to pursue judicial action to effect such collections, it shall be entitled to recover its
attorney's fees and costs incurred in pursuing such judicial action.

Signed this 10th day of March, 2015.

Respondent Daniel Royal, D.O.

By Daniel Royal, D.O., Respondent

Kent Law Group PLLC

By Kimberly Kent
Counsel for Respondent

Nevada Board of Osteopathic Medicine

By James Anthony, D.O., J.D., M.B.A.
Investigating Board Member

Louis Ling, Esq.

By Louis Ling
Board Counsel

ORDER

WHEREAS, on April 14, 2015, the Nevada State Board of Osteopathic Medicine
approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with
Daniel Royal, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 14th day of April, 2015.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

Ronald Hedger, D.O., Chairman
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

Daniel Royal, D.O., #512

RESPONDENT.

Case No.: AD1207005

APR 15 2015

FILED

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of April, 2015, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, addressed as follows:

Daniel Royal, D.O.
9065 S Pecos Road, Suite 250
Henderson, NV 89074

Kimberly Kent
kkent@klgaz.com
Attorney for Respondent

An employee of the Nevada State Board of Osteopathic Medicine