

Kenny C. Guinn, Governor  
 Janie Greenspun-Gale, President  
 Diane Kennedy, Vice President  
 Fuller Royal, Secretary-Treasurer



David Edwards, Member  
 Phillip Minton, Member  
 Linda Read, Member  
 Stuart Currie, Member

## Stipulated Settlement Agreement and Order

The following was signed by all the parties and approved by the Board on  
 Dec. 14, 2002:

### STATE OF NEVADA

BOARD OF HOMEOPATHIC MEDICAL EXAMINERS

STIPULATED SETTLEMENT AGREEMENT AND ORDER

In Re:  
 KATRINA TANG, H.M.D.

The State of Nevada, Board of Homeopathic Medical Examiners (hereinafter "Board"), and Katrina Tang, H.M.D (hereinafter "Dr. Tang") hereby stipulate and agree as follows:

WHEREAS, the Board is responsible for enforcing the provisions of NRS chapter 630A dealing in part, with the licensure of homeopathic physicians in the State of Nevada; and

WHEREAS, Dr. Tang is a licensed homeopathic physician in the State of Nevada as that term is defined in NRS 630A.050, with her license being issued by the Board; and

WHEREAS, pursuant to NRS 630A.155(1), the Board has the duty to regulate the practice of homeopathic medicine in the State of Nevada; and

WHEREAS, pursuant to NRS 630A.155(4), the Board has the authority to investigate and decide all complaints made against a homeopathic physician; and

WHEREAS, 18 complaints were filed with the Board against Dr. Tang between December 27, 2001, and February 4, 2002, and none of these complaints have yet been investigated by the Board:

WHEREAS, the Board has also received complaint number 04-99 and has investigated said complaint; to date, the Board has found no wrongdoing against Dr. Tang relating to this complaint.

WHEREAS, the Board has not made any determination that Dr. Tang is in violation of NRS chapter 630A or the regulations promulgated thereto with respect to the complaints specified herein.

WHEREAS, Dr. Tang denies any wrongdoing or culpability as to the complaints specified herein and is prepared to defend the same.

WHEREAS, Dr. Tang wishes at this time to reduce her practice to current and former patients only.

WHEREAS, the parties herein desire to resolve their differences and disputes without costly investigations and/or a hearing(s) being held; and

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Dr. Tang shall be permitted to continue to engage in the practice of homeopathic medicine as that term is defined in NRS 630A.040 and engage in any other act for which a license, registration, or certification is required pursuant to NRS chapter 630A or the regulations promulgated thereto, except that from the date of the acceptance by the Board of this Stipulated Settlement Agreement (hereinafter "Agreement"), Dr. Tang shall only treat patients and conduct her practice as follows:

(a) Dr. Tang intends to begin the process of entering retirement. Accordingly, Dr. Tang shall limit her practice to current and former patients and agrees not to treat any new patients after the date of this agreement. If, however, a person whom she has not treated before has a medical emergency and Dr. Tang is the only available physician, she shall be permitted to treat the emergency condition only, with all follow-up treatment conducted by another physician;

(b) Prior to treating any patients, Dr. Tang shall obtain an acknowledgement signed by the patient, the original of which to be presented to the Board Executive Director within 10 days after the patient signs it with a copy kept in the patient's file, which shall be notarized and in the following form:

#### ACKNOWLEDGMENT

I, \_\_\_\_\_, do hereby acknowledge that I have been treated by or consulted with Dr. Katrina Tang prior to \_\_\_\_\_ (date of this agreement being finalized), and I hereby agree to allow Katrina Tang, H.M.D., to continue to treat me in the practice of homeopathic medicine. I understand that Dr. Tang has agreed to limit her practice to patients such as me whom she had treated prior to her entering into a Stipulated Settlement Agreement and Order with the Board of Homeopathic Medical Examiners (Board), which may be obtained from the Board. I understand that the original of this acknowledgment will go to the Board of Homeopathic Medical Examiners.

\_\_\_\_\_  
PRINTED NAME OF PATIENT \_\_\_\_\_

(Signature of Patient)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name(s) of person(s))

\_\_\_\_\_  
Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_  
(Title and rank (optional))

(c) Dr. Tang is further permitted pursuant to 21 U.S.C. 360(g)(2) to prepare drugs and medications to treat the patients she is permitted to treat pursuant to this Agreement, and may prepare drugs and medications for other Homeopathic Physicians. Dr. Tang shall comply with accepted medical practice, all requirements under chapter 630A of NRS and chapter 630A of NAC, and any other state or federal statutes or regulations applicable to a homeopathic physician in the preparation of these drugs or medications.

(d) Dr. Tang agrees not to participate in the management or billing in the office or clinic in which she will be treating patients in the practice of homeopathic medicine, save and except for submitting her own hours and charges to the appropriate billing employee.

(e) Dr. Tang shall not be approved by the board to supervise any person requiring a supervisor approved by the Board under chapter 630A of NRS or the regulations promulgated thereto. Further, if Dr. Tang is currently supervising any such person, she shall immediately cease from doing the same.

(f) Dr. Tang further agrees that the Board of Homeopathic Medical Examiners or the Nevada Attorney General's Office may, with or without information indicating Dr. Tang has violated any terms of this agreement, send an individual undercover into the offices or clinic in which she has her practice at any time in which she is treating patients to ascertain compliance with this agreement. The undercover individual going into the offices or clinic of Dr. Tang shall not do anything which would breach the confidentiality of patient information or files.

(g) Nothing in this agreement shall limit the Board's authority to perform any functions authorized it by the Nevada Revised Statutes and the Nevada Administrative Code, including the right to subpoena patient files to insure compliance with this agreement pursuant to NRS 630A.210.

(h) Nothing in this Agreement shall be construed to prohibit Dr. Tang from practicing in another state on new patients so long as she meets the legal requirements of that state for such practice.

2. Dr. Tang further agrees that if this Agreement is approved by the full Board and a complaint is subsequently filed against her which, in the opinion of an investigative committee of the Board formed pursuant to NRS 630A.400, is a credible complaint and alleges that Dr. Tang has violated any of the terms of this Agreement or has committed an act which would be grounds for discipline pursuant to NRS 630A.340 through NRS 630A.380 inclusive, that a neutral hearing officer shall be appointed by the Board, which may be through the Department of Administration, to hear the complaint and render a decision, which shall be considered a final order of the Board pursuant to NRS 630A.510.

3. If after a hearing the hearing officer finds that Dr. Tang has violated any of the terms of the Agreement or has committed an act which would be grounds for discipline pursuant to NRS 630A.340 through NRS 630A.380 inclusive, the hearing officer may impose any of the disciplinary actions available to the board pursuant to NRS 630A.510, including suspension and revocation of Dr. Tang's license to practice homeopathic medicine. Dr. Tang may petition for judicial review of the decision of the hearing officer as permitted by NRS 630A.520 and chapter 233B of NRS.

4. This Agreement may first be presented at a meeting of the investigative committee of the Board (investigative committee), formed pursuant to NRS

630A.400, or, may first be presented to the full Board if an investigative committee eligible to hear the complaints is not formed at that time. Dr. Tang hereby waives any special notice requirements as set forth in NRS 241.033 of any meeting of the investigative committee or the full board to consider this Agreement, except that counsel for Dr. Tang shall be given written notice mailed or sent via facsimile at least 7 days in advance of the meeting. If this Agreement is first presented to an investigative committee and the committee approves this Agreement, then this Agreement shall then be presented to the full Board.

5. If this Agreement is not approved by the full Board, the Board members who considered whether to accept this Agreement may be the same members who may ultimately conduct hearing(s) regarding any of the complaints specified herein which are the subject of this Agreement. Dr. Tang reserves the right to argue that said Board members cannot engage in such decision-making based upon their review of this Agreement, and that a neutral hearing officer should be appointed to hear the complaints.

6. Dr. Tang further waives any legal argument that Board members assigned to an Investigative Committee, who may initially review the Agreement and make a decision as to whether to recommend the Agreement to the Board, may not consider or vote on said Agreement at a meeting of the full Board.

7. If the full board rejects the Agreement and the investigative committee must Then consider the complaints which are the subject of this Agreement for possible further investigation and disciplinary action, Dr. Tang does not waive the argument that Board members assigned to an investigative committee who consider the complaints may not sit on the Board if the complaints proceed to a hearing.

8. Dr. Tang agrees that if the Board rejects the Agreement, and the complaints must be presented to an investigative committee pursuant to NRS 630A.400(1) and, if warranted, a hearing pursuant to NRS 630A.480, she hereby waives any argument for the period commencing at the time the parties started consideration of this Stipulated Settlement Agreement and Order on August 30, 2002, to the present, that based upon the statute of limitations, laches, estoppel or any other similar legal theory, the Board cannot investigate and take disciplinary action if appropriate, and as authorized by statute or regulation, for the complaints specified herein against her license.

9. Dr. Tang acknowledges that certain Board members have reviewed Complaint number 04-99 specified above. Dr. Tang agrees that the full Board, including those members who have reviewed this complaint, may render a decision as to whether to accept or reject this Agreement.

10. If the Agreement is approved by the full board, Dr. Tang shall, within 45 days of receipt of a bill from the Board, pay investigative costs to the Board in an amount not to exceed \$5,000.00. Said investigative costs shall include the investigation for Complaint 04-99, and any and all attorney time from state employed attorneys in any way related to the complaints specified herein. Dr. Tang agrees that billing for state-employed attorneys shall be 125.00 per hour.

11. This Agreement shall not be binding unless accepted by a majority of the Board members present at a meeting noticed pursuant to NRS chapter 241 who are eligible to vote on the Agreement.

12. This Agreement must be made available for public inspection by the Board pursuant to NRS chapter 239 of the State of Nevada.

13. If this Agreement is rejected by the Board, the Agreement itself, and the negotiations leading to the Agreement, shall not be admissible into evidence in any legal proceeding. If this Agreement is approved by the board, it shall be admissible in any subsequent proceeding to enforce it.

14. Except as provided in paragraph 10 above, each party shall pay its own costs and fees, including attorneys' fees.

15. Each party, by signing this Agreement, represents that it has the legal capacity to conduct the legal obligations assigned to it under this Agreement.

16. Any action brought to enforce this Agreement shall be brought in the First Judicial District Court in and for the State of Nevada, in Carson City, Nevada.

17. This Stipulated Settlement Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed according to the laws of the State of Nevada.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party, has the full power and authority to enter into this Agreement.

19. If any action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees. It is specifically agreed that reasonable attorneys' fees for state-employed attorneys shall be \$125.00 per hour.

20. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement nonenforceable.

21. Failure to declare a breach, or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party, shall not operate as a waiver of such party of any of its rights or remedies as to any other breach.

22. The Board and the State of Nevada will not waive, and intends to assert, available NRS chapter 41 liability limitations and defenses in all cases. This Agreement shall not be subject to punitive damages. Liquidated damages shall not apply. Damages against the Board or the State of Nevada in case of breach, shall never exceed the amount of funds appropriated or obtained by the Board or the State of Nevada for payment of such damages for the fiscal year budget in existence at the time of the breach.

23. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

24. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly

authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing, signed by the respective parties hereto, and approved by the Office of the Attorney General and the Board.

IN WITNESS WHEREOF, the parties hereto have caused this settlement agreement to be signed and intend to be legally bound thereby.  
IT IS SO ORDERED.

DATED: DECEMBER 14, 2002 STATE OF NEVADA  
BOARD OF HOMEOPATHIC  
MEDICAL EXAMINERS

By: JANIE GREENSPUN-GALE BOARD PRESIDENT

DATED: , 2002 By:  
KATRINA TANG, HMD

:

Approved as to form:  
FRANKIE SUE DEL PAPA  
Attorney General

By:  
EDWARD T. REED  
Deputy Attorney General  
100 North Carson Street  
Carson City, Nevada 89701-  
4717  
(775) 684-1216  
Attorney for Board

Approved as to form:  
SINAI, SCHROEDER, MOONEY, BOETSCH &  
BRADLEY

By:  
MARY BOETSCH, ESQ.  
THOMAS C. BRADLEY, ESQ.  
448 Hill St.  
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(775) 323-5178  
Attorney for Katrina Tang, HMD

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