

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4 In the Matter of Charges and )  
5 Complaint Against )  
6 HAROLD TATE, M.D., )  
7 Respondent. )  
8 )  
9 )

Case No. 08-19247-1  
FILED 8<sup>th</sup> December 2008  
*Angela Dandrea*  
CLERK OF THE BOARD

10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 THIS AGREEMENT is hereby entered into by and between the Investigative Committee (IC) of  
12 the Nevada State Board of Medical Examiners (the Board), composed of Sohail U. Anjum, M.D.,  
13 Chairman, and S. Daniel McBride, M.D. Member, by and through counsel, Edward Cousineau, Esq., and  
14 Harold Tate, M.D. (Respondent), as follows:

15 WHEREAS, on or about May 20, 2008, the IC of the Board filed a formal complaint in the above-  
16 referenced matter, charging Respondent with violations of the Medical Practice Act (NRS Chapter 630), to  
17 wit: revocation, suspension, modification or limitation of a license to practice medicine in another  
18 jurisdiction, a violation of NRS 630.301(3).

19 WHEREAS, Respondent has received a copy of the Complaint, reviewed it, understands the  
20 nature and significance of the Complaint, and Respondent is fully advised concerning his rights and  
21 defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board finds and  
22 concludes that he has violated one or more provisions of the Medical Practice Act; and

23 WHEREAS, Respondent understands and agrees that he has certain rights under the United States  
24 Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice Act  
25 (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but  
26 not limited to the right to a formal hearing on the charges against him, the right to representation by  
27 counsel in the preparation and presentation of his defense, the right to confrontation and

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1 cross-examination of witnesses against him, the right to present evidence and witnesses on his own behalf,  
2 the right to written findings, conclusions and order regarding a final decision by the Board, and the right to  
3 judicial review of any final decision by the Board that is adverse to him; and

4       **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to waive all  
5 of his rights under the United States Constitution, the Constitution of the state of Nevada, the Medical  
6 Practice Act, and the Nevada Administrative Procedures Act, including but not limited to the right to a  
7 hearing on the charges and written findings of fact, conclusions of law and order, and he agrees to settle  
8 and resolve this matter of the formal complaint against him by way of, and in accordance with, this  
9 Settlement, Waiver and Consent Agreement; and

10       **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and  
11 between himself and the Board's IC, and not with the Board, but that the IC will present this Agreement to  
12 the Board for consideration in open session at a regularly-scheduled quarterly meeting, duly noticed, and  
13 that the IC shall advocate approval of this Agreement by the Board, but that the Board has the right to  
14 decide in its own discretion whether or not to approve this Agreement; and

15       **WHEREAS**, Respondent and the IC each understand and agree that if the Board approves the  
16 terms, covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated  
17 below shall be binding and enforceable upon Respondent and the Board's IC; and

18       **WHEREAS**, Respondent has reviewed and understands all the relevant facts and circumstances of  
19 this matter and after due consideration concedes that his active license to practice medicine in California  
20 has been suspended, modified and or limited as outlined in the Complaint filed by the IC of the Board in  
21 this case.

22       **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought against  
23 him by the Board's Investigative Committee in said matter, Respondent and the IC hereby agree to the  
24 following terms, covenants and conditions:

25       1.     **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the  
26 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject to the  
27 jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act  
28 (NRS 630), and to impose sanctions as provided by the Act.

1           2.     Representation by Counsel. Respondent acknowledges that although he is not  
2 represented by counsel licensed in the state of Nevada, Respondent has consulted with out-of-state counsel  
3 prior to entering into this Agreement.

4           3.     Waiver of Rights. Respondent covenants and agrees that he enters into this Agreement  
5 knowingly, willingly, and intelligently and that he has consulted with out-of-state counsel prior to entering  
6 into this Agreement. In connection with this Agreement, and the terms, covenants and conditions  
7 contained herein, Respondent knowingly, willingly and intelligently, waives all rights arising under or  
8 pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and  
9 NRS Chapter 233B that may be available to him or that may apply to him in connection with the  
10 proceeding on the complaint filed herein, the defense of said complaint and the adjudication of the charges  
11 in said complaint, and Respondent further agrees that the matter of the disciplinary action commenced by  
12 complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any  
13 further proceeding, and without the right to judicial review.

14           4.     Acknowledgement of Reasonable Basis to Proceed. Respondent covenants and agrees  
15 that the Board's IC has a reasonable basis to believe that Respondent violated one or more provisions of  
16 the Medical Practice Act.

17           5.     Consent to Entry of Order. In order to resolve the matter of these disciplinary  
18 proceedings pending against him without any further cost and expense of providing a defense to the  
19 complaint, Respondent hereby agrees that an order may be entered herein by the Board against him,  
20 finding that Respondent has violated the Medical Practice Act to wit: revocation, suspension,  
21 modification or limitation of his California license to practice medicine, a violation of NRS 630.301(3),  
22 and ordering that Respondent's Nevada license to practice medicine be revoked, with that revocation  
23 stayed, and that Respondent's license be placed in a probationary status until March 20, 2013, that  
24 Respondent shall be publicly reprimanded, and that he remain in compliance with the following terms  
25 and conditions:

26           a.     that Respondent both has, and shall continue to, comply with all the terms and conditions  
27 set forth by the California Medical Board in its Decision which became effective on March 21, 2008,  
28 (see Exhibit A);

1           b.     that Respondent shall contact the Compliance Officer of the Board (hereinafter  
2 "Compliance Officer") within thirty (30) days of the approval and acceptance of this Agreement in  
3 order to provide information regarding the most expeditious method of contacting him;

4           c.     that Respondent shall sign a release of information allowing the Board to communicate  
5 with the California Medical Board regarding Respondent's compliance with the terms of his California  
6 probation or provide proof of completion of said probation and reinstatement of his license without  
7 restrictions;

8           d.     that Respondent shall comply with all federal, state and local laws and rules governing  
9 the practice of medicine in Nevada at all times he is practicing within the state;

10          e.     that Respondent shall cooperate fully with the Compliance Officer, or any other  
11 designated person, in the administration and enforcement of this Agreement;

12          f.     that Respondent agrees to pay the costs of investigation and prosecution of this matter in  
13 the current amount of \$441.55, along with the costs to conclude the matter, if any, within sixty (60) days  
14 of the Board's acceptance and approval of this Agreement;

15          6.     Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
16 recommend approval and adoption of the terms, covenants and conditions contained herein by the  
17 Board in resolution of the disciplinary proceedings pending herein against Respondent pursuant to the  
18 formal complaint. In the course of seeking Board approval, adoption and/or acceptance of this  
19 Agreement, counsel for the IC may communicate directly with the Board staff and members of the panel  
20 of the Board who would adjudicate this case if it were to go to hearing. Respondent covenants and  
21 agrees that such contacts and communication may be made or conducted ex parte, without notice or  
22 opportunity to be heard on his part or on the part of his counsel, and that such contacts and  
23 communications may include, but not be limited to, matters concerning this Agreement, the complaint,  
24 the allegations in the complaint, any and all evidence that may exist in support of the complaint, and any  
25 and all information of every nature whatsoever related to the complaint against Respondent.

26          7.     Board Approval Required. This Agreement will be placed on the next available Agenda  
27 of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly understood that this

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1 Agreement will only become effective if the Board approves the recommendation of the IC for acceptance.

2 8. Effect of Acceptance of Agreement by Board. In the event the Board approves,  
3 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the IC  
4 will cause to be entered herein the Board's Order finding Respondent violated NRS 630.301(3), which  
5 states that the revocation, suspension, modification or limitation of a license to practice medicine by  
6 another jurisdiction is grounds for discipline, when his California license to practice medicine was  
7 suspended and/or modified.

8 9. Effect of Rejection of Agreement by Board. In the event the Board does not approve,  
9 accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be  
10 null, void, and of no further force and effect except as to the following covenant and agreement  
11 regarding disqualification of adjudicating Board panel members. Respondent agrees that,  
12 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that  
13 occurs pursuant to efforts of the IC or its counsel to seek acceptance and adoption of this Agreement by  
14 the Board shall disqualify any member of the adjudicating panel of the Board from considering the  
15 charges against Respondent and participating in the disciplinary proceedings in any role, including  
16 adjudication of the case, and Respondent further agrees that he shall not seek to disqualify any such  
17 member absent evidence of bad faith.

18 10. Release From Liability. In execution of this Agreement, the Respondent, for himself,  
19 his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the  
20 Board, the Nevada Attorney General, and each of their members, agents and employees in their  
21 representative capacities, and in their individual capacities absent evidence of bad faith, from any and  
22 all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
23 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or  
24 claim to have, against any or all of the persons or entities named in this paragraph arising out of or by  
25 reason of this investigation, this disciplinary action, this settlement or its administration, in connection  
26 with the complaint. The IC hereby agrees to accept this Agreement in full settlement of all claims  
27 related to the complaint, with the understanding that the final decision rests with the Board.

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1           11.    Binding Effect. Respondent covenants and agrees that this Agreement is a binding and  
2 enforceable contract upon Respondent and the Board's IC, which contract may be enforced in a court or  
3 tribunal having jurisdiction.

4           12.    Forum Selection Clause. Respondent covenants and agrees that in the event either  
5 party is required to seek enforcement of this Agreement in the district court, he consents to such  
6 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District  
7 Court of the State of Nevada in and for the County of Washoe.

8           13.    Attorneys Fees and Costs. Respondent covenants and agrees that in the event an action  
9 is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall  
10 be entitled to recover reasonable costs and attorneys' fees.

11          14.    Failure to comply with terms. In the event the Board enters its Order approving this  
12 Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have  
13 grounds, after notice and a hearing, to take disciplinary action against Respondent in addition to that  
14 included herein for the subject's violation of an Order of the Board in accordance with  
15 NRS 630.3065(2)(a).


16           Dated this 11<sup>th</sup> day of September, 2008.

17           

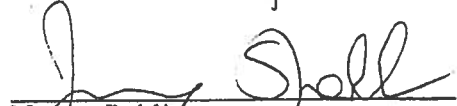
18           \_\_\_\_\_  
19           Edward Cousineau, Esq.  
20           Attorney for the Investigative Committee  
21           of the Nevada State Board of Medical Examiners  
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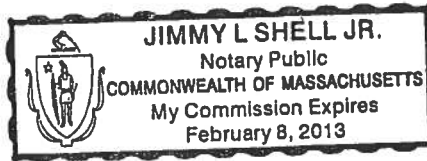
1 I am in agreement with all of the terms of the foregoing Settlement, Waiver and Consent  
2 Agreement signed on the 11<sup>th</sup> day of September, by Edward Cousineau, Esq., Attorney for the  
3 Investigative Committee of the Nevada State Board of Medical Examiners.

4 Dated this 17<sup>th</sup> day of Sept 2008.

5  
6   
7 Harold Tate, M.D.  
Respondent

Signature of Harold Tate, M.D.  
subscribed and sworn to before me  
this 17<sup>th</sup> day of Sept 2008

8  
9   
Notary Public



OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
1105 Terminal Way #301  
Reno, Nevada 89502  
(775) 688-2559

ORDER

IT IS HEREBY ORDERED that the foregoing SETTLEMENT, WAIVER AND CONSENT AGREEMENT is approved and accepted by the Nevada State Board of Medical Examiners on the 5<sup>th</sup> day of December 2008.

  
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Charles N. Held, President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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**EXHIBIT**

**A**

BEFORE THE  
 DIVISION OF MEDICAL QUALITY  
 MEDICAL BOARD OF CALIFORNIA  
 DEPARTMENT OF CONSUMER AFFAIRS  
 STATE OF CALIFORNIA

I hereby certify that this document is a true and correct copy of the original on file in this office.

Sarah Ingham  
 Signature  
Custodian of Records  
 Title  
4.21.08  
 Date

In the Matter of the Accusation )  
 Against: )  
 )  
 )  
 HAROLD AUSTIN TATE, M.D. )  
 )  
 Physician's and Surgeon's )  
 Certificate No. G 74583 )  
 )  
 Respondent )  
 \_\_\_\_\_ )

File No. 08-2006-178477

RECEIVED  
 APR 24 2008

CALIFORNIA STATE BOARD  
 OF MEDICAL EXAMINERS

DECISION

The attached **Stipulated Settlement and Disciplinary Order** is hereby adopted as the Decision and Order of the Division of Medical Quality of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on March 21, 2008.

IT IS SO ORDERED February 20, 2008.

MEDICAL BOARD OF CALIFORNIA

By: Barbara Yaroslavsky  
 Barbara Yaroslavsky  
 Chair, Panel B  
 Division of Medical Quality

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 GAIL M. HEPPELL  
Supervising Deputy Attorney General  
3 G. LYNN THORPE, State Bar No. 112122  
Deputy Attorney General  
4 1300 I Street, Suite 125  
P.O. Box 944255  
5 Sacramento, CA 94244-2550  
Telephone: (916) 322-9226  
6 Facsimile: (916) 327-2247

7 Attorneys for Complainant

8 **BEFORE THE**  
9 **DIVISION OF MEDICAL QUALITY**  
10 **MEDICAL BOARD OF CALIFORNIA**  
11 **DEPARTMENT OF CONSUMER AFFAIRS**  
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

14 **HAROLD AUSTIN TATE, M.D.**  
8680 Mesa Canogo Drive  
Las Vegas, Nevada 89148.

15 Physician and Surgeon's No. G 74583

16 Respondent.

Case No. 08-2006-178477

OAH No. 2007080860

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

17  
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
19 above-entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Barbara Johnston (Complainant) is the Executive Director of the  
22 Medical Board of California. She brought this action solely in her official capacity and is  
23 represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,  
24 by G. Lynn Thorpe, Deputy Attorney General.

25 2. Respondent Harold Austin Tate, M.D. is represented in this proceeding by  
26 attorney Mark Rivas, Esq., whose address is Law Offices of Mark Ravis, 7510 West Sunset  
27 Boulevard, Suite 559, Los Angeles, California 90046.

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1 **DISCIPLINARY ORDER**

2 In consideration of the foregoing admissions and stipulations, the parties agree  
3 that the Division may, without further notice or formal proceeding, issue and enter the following  
4 Disciplinary Order:

5 **IT IS HEREBY ORDERED** that Physician and Surgeon Certificate No. G  
6 74583 issued to Respondent Harold Austin Tate, M.D. is revoked. However, the revocation is  
7 stayed and Respondent is placed on probation for five (5) years on the following terms and  
8 conditions.

9 1. **ACTUAL SUSPENSION** As part of probation, Respondent is  
10 suspended from the practice of medicine for fifteen (15) days beginning the sixteenth (16th) day  
11 after the effective date of this decision. This condition will not become effective until  
12 Respondent resides and practice medicine in California.

13 2. **ETHICS COURSE** Within 60 calendar days of the effective date of this  
14 Decision, Respondent shall enroll in a course in ethics, at Respondent's expense, approved in  
15 advance by the Division or its designee. Failure to successfully complete the course during the  
16 first year of probation is a violation of probation.

17 An ethics course taken after the acts that gave rise to the charges in the  
18 Accusation, but prior to the effective date of the Decision, may, in the sole discretion of the  
19 Division or its designee, be accepted towards the fulfillment of this condition if the course would  
20 have been approved by the Division or its designee had the course been taken after the effective  
21 date of this Decision.

22 Respondent shall submit a certification of successful completion to the Division  
23 or its designee not later than 15 calendar days after successfully completing the course, or not  
24 later than 15 calendar days after the effective date of the Decision, whichever is later.

25 3. **NOTIFICATION** Prior to engaging in the practice of medicine, the  
26 Respondent shall provide a true copy of the Decision(s) and Accusation(s) to the Chief of Staff  
27 or the Chief Executive Officer at every hospital where privileges or membership are extended to  
28 Respondent, at any other facility where Respondent engages in the practice of medicine,

1 including all physician and locum tenens registries or other similar agencies, and to the Chief  
2 Executive Officer at every insurance carrier which extends malpractice insurance coverage to  
3 Respondent. Respondent shall submit proof of compliance to the Division or its designee within  
4 15 calendar days.

5 This condition shall apply to any change(s) in hospitals, other facilities or  
6 insurance carriers.

7 4. SUPERVISION OF PHYSICIAN ASSISTANTS During probation,  
8 Respondent is prohibited from supervising physician assistants.

9 5. OBEY ALL LAWS Respondent shall obey all federal, state and local  
10 laws, all rules governing the practice of medicine in California, and remain in full compliance  
11 with any court- ordered criminal probation, payments and other orders.

12 6. QUARTERLY DECLARATIONS Respondent shall submit quarterly  
13 declarations under penalty of perjury on forms provided by the Division, stating whether there  
14 has been compliance with all the conditions of probation. Respondent shall submit quarterly  
15 declarations not later than 10 calendar days after the end of the preceding quarter.

16 7. PROBATION UNIT COMPLIANCE Respondent shall comply with  
17 the Division's probation unit. Respondent shall, at all times, keep the Division informed of  
18 Respondent's business and residence addresses. Changes of such address shall be immediately  
19 communicated in writing to the Division or its designee. Under no circumstances shall a post  
20 office box serve as an address of record, except as allowed by Business and Professions Code  
21 section 2021(b).

22 Respondent shall not engage in the practice of medicine in Respondent's place of  
23 residence. Respondent shall maintain a current and renewed California Physician and Surgeon  
24 license.

25 Respondent shall immediately inform the Division, or its designee, in writing, of  
26 travel to any areas outside the jurisdiction of California which lasts, or is contemplated to last,  
27 more than 30 calendar days.

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1                   8.       INTERVIEW WITH THE DIVISION, OR ITS DESIGNEE

2 Respondent shall be available in person for interviews either at Respondent's place of business or  
3 at the probation unit office, with the Division or its designee, upon request at various intervals,  
4 and either with or without prior notice throughout the term of probation.

5                   9.       RESIDING OR PRACTICING OUT-OF-STATE In the event

6 Respondent should leave the State of California to reside or to practice, Respondent shall notify  
7 the Division or its designee in writing 30 calendar days prior to the dates of departure and return.  
8 Non-practice is defined as any period of time exceeding 30 calendar days in which Respondent is  
9 not engaging in any activities defined in sections 2051 and 2052 of the Business and Professions  
10 Code.

11                   All time spent in an intensive training program outside the State of California  
12 which has been approved by the Division or its designee shall be considered as time spent in the  
13 practice of medicine within the State. A Board-ordered suspension of practice shall not be  
14 considered as a period of non-practice. Periods of temporary or permanent residence or practice  
15 outside California will not apply to the reduction of the probationary term. Periods of temporary  
16 or permanent residence or practice outside California will relieve Respondent of the  
17 responsibility to comply with the probationary terms and conditions with the exception of this  
18 condition and the following terms and conditions of probation: Obey All Laws; Probation Unit  
19 Compliance.

20                   Respondent's license shall be automatically canceled if Respondent's periods of  
21 temporary or permanent residence or practice outside California total two years. However,  
22 Respondent's license shall not be canceled as long as Respondent is residing and practicing  
23 medicine in another state of the United States and is on active probation with the medical  
24 licensing authority of that state, in which case the two-year period shall begin on the date  
25 probation is completed or terminated in that state.

26                   10.       FAILURE TO PRACTICE MEDICINE - CALIFORNIA RESIDENT

27                   In the event Respondent resides in the State of California and for any reason  
28 Respondent stops practicing medicine in California, Respondent shall notify the Division or its



1 designee in writing within 30 calendar days prior to the dates of non-practice and return to  
2 practice. Any period of non-practice within California, as defined in this condition, will not  
3 apply to the reduction of the probationary term and does not relieve Respondent of the  
4 responsibility to comply with the terms and conditions of probation. Non-practice is defined as  
5 any period of time exceeding 30 calendar days in which Respondent is not engaging in any  
6 activities defined in sections 2051 and 2052 of the Business and Professions Code.

7 All time spent in an intensive training program which has been approved by the  
8 Division or its designee shall be considered time spent in the practice of medicine. For purposes  
9 of this condition, non-practice due to a Board-ordered suspension or in compliance with any  
10 other condition of probation, shall not be considered a period of non-practice.

11 Respondent's license shall be automatically canceled if Respondent resides in  
12 California and, for a total of two years, fails to engage in California any of the activities  
13 described in Business and Professions Code sections 2051 and 2052.

14 11. COMPLETION OF PROBATION Respondent shall comply with all  
15 financial obligations (e.g., cost recovery, restitution, probation costs) not later than 120 calendar  
16 days prior to the completion of probation. Upon successful completion of probation,  
17 Respondent's certificate shall be fully restored.

18 12. VIOLATION OF PROBATION Failure to fully comply with any term  
19 or condition of probation is a violation of probation. If Respondent violates probation in any  
20 respect, the Division, after giving Respondent notice and the opportunity to be heard, may revoke  
21 probation and carry out the disciplinary order that was stayed. If an Accusation, Petition to  
22 Revoke Probation, or an Interim Suspension Order is filed against Respondent during probation,  
23 the Division shall have continuing jurisdiction until the matter is final, and the period of  
24 probation shall be extended until the matter is final.

25 13. LICENSE SURRENDER Following the effective date of this Decision,  
26 if Respondent ceases practicing due to retirement or health reasons, or is otherwise unable to  
27 satisfy the terms and conditions of probation, Respondent may request the voluntary surrender of  
28 Respondent's license. The Division reserves the right to evaluate Respondent's request and to

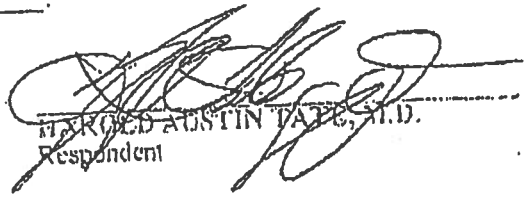
1 exercise its discretion whether or not to grant the request, or to take any other action deemed  
 2 appropriate and reasonable under the circumstances. Upon formal acceptance of the surrender,  
 3 Respondent shall, within 15 calendar days, deliver Respondent's wallet and wall certificate to the  
 4 Division or its designee and Respondent shall no longer practice medicine. Respondent will no  
 5 longer be subject to the terms and conditions of probation and the surrender of Respondent's  
 6 license shall be deemed disciplinary action. If Respondent re-applies for a medical license, the  
 7 application shall be treated as a petition for reinstatement of a revoked certificate.

8 14. PROBATION MONITORING COSTS Respondent shall pay the costs  
 9 associated with probation monitoring each and every year of probation, as designated by the  
 10 Division, which are currently set at \$3,173.00, but may be adjusted on an annual basis. Such  
 11 costs shall be payable to the Medical Board of California and delivered to the Division or its  
 12 designee no later than January 31 of each calendar year. Failure to pay costs within 30 calendar  
 13 days of the due date is a violation of probation.

14 ACCEPTANCE

15 I have carefully read the above Stipulated Settlement and Disciplinary Order and  
 16 have fully discussed it with my attorney, Mark Ravis. I understand the stipulation and the effect  
 17 it will have on my Physician and Surgeon Certificate. I enter into this Stipulated Settlement and  
 18 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
 19 Decision and Order of the Division of Medical Quality, Medical Board of California.

20  
 21 DATED: 1/5/2008

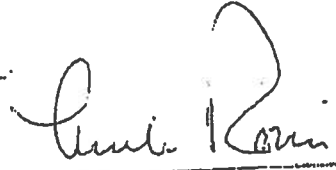
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 24 HAROLD AUSTIN TATE, M.D.  
 Respondent

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I have read and fully discussed with Respondent Harold Austin Tate, M.D. the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 1/7/08

  
MARK RAVIS  
Attorney for Respondent

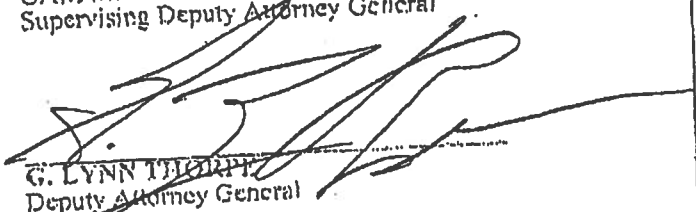
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Division of Medical Quality, Medical Board of California, Department of Consumer Affairs.

DATED: 1/7/08

EDMUND G. BROWN JR., Attorney General  
of the State of California

GAIL M. HEPPELL  
Supervising Deputy Attorney General

  
G. LYNN THORPE  
Deputy Attorney General  
Attorneys for Complainant

**Exhibit A**

**Accusation No. 08-2006-178477**

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 GAIL M. HEPPELL  
Supervising Deputy Attorney General  
3 G. LYNN THORPE, State Bar No. 112122  
Deputy Attorney General  
4 California Department of Justice  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 322-9226  
Facsimile: (916) 327-2247  
7 Attorneys for Complainant

FILED  
STATE OF CALIFORNIA  
MEDICAL BOARD OF CALIFORNIA  
SACRAMENTO July 26, 2007  
BY Alicia M. [Signature] ANALYST

8  
9 **BEFORE THE**  
10 **DIVISION OF MEDICAL QUALITY**  
11 **MEDICAL BOARD OF CALIFORNIA**  
12 **DEPARTMENT OF CONSUMER AFFAIRS**  
13 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:  
13 **HAROLD AUSTIN TATE, M.D.**  
8680 Mesa Canogo Drive  
14 Las Vegas, Nevada 89148  
15 Physician and Surgeon's Certificate No. G 74583  
16 Respondent.

Case No. 08-2006-178477

**ACCUSATION**

17  
18 Complainant alleges:

19 **PARTIES**

- 20 1. Complainant, Dave Thornton, is the Executive Director of the Medical  
21 Board of California (hereinafter the "Board") and brings this accusation solely in his official  
22 capacity.  
23 2. On or about July 7, 1992, the Medical Board of California issued  
24 Physician and Surgeon's Certificate Number G 74583 to Harold Austin Tate, M.D. (Respondent),  
25 and at all times relevant to the charges brought herein, this license has been in full force and  
26 effect. Unless renewed, Respondent's Physician and Surgeon's license will expire on January  
27 31, 2008.

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1 within 48 hours after the conviction, transmit a certified copy of the record of conviction to the  
2 board. The division may inquire into the circumstances surrounding the commission of a crime  
3 in order to fix the degree of discipline or to determine if the conviction is of an offense  
4 substantially related to the qualifications, functions, or duties of a physician and surgeon.

5 "(d) A plea or verdict of guilty or a conviction after a plea of nolo contendere is  
6 deemed to be a conviction within the meaning of this section and Section 2236.1. The  
7 record of conviction shall be conclusive evidence of the fact that the conviction  
8 occurred."

9 **FIRST CAUSE FOR DISCIPLINE**

10 (Dishonesty)

[Bus. & Prof. Code § 2234(e)]

11 7. Respondent is subject to disciplinary action under section 2234(e) of the  
12 Code in that he failed to file tax returns for three years and was convicted of one felony count of  
13 failure to file income tax returns which constitutes a dishonest act which is substantially related  
14 to his qualifications as a physician and surgeon. The circumstances are as follows:

15 8. In the case of *People of the State of California v. Harold Austin Tate*  
16 (Super. Ct. Los Angeles County, 2007, No. BA309062), Respondent pled guilty to one felony  
17 violation of Revenue and Tax Code section 19706, Failing to File Income Tax. The underlying  
18 facts and circumstance are as follows:

19 a. Respondent did not file tax returns for the years 2002, 2003 and 2004.

20 b. On or about February 7, 2007, Respondent was charged with three (3)  
21 counts of failing to file a tax return in violation of Revenue and Tax Code section 19706.

22 c. On or about February 7, 2007, Respondent pled guilty to one felony  
23 violation of Revenue and Tax Code section 19706, Failing to File Income Tax. Respondent's  
24 sentence was suspended and he was placed on three years probation, ordered to pay \$35,138.00  
25 in restitution, ordered to reimburse the Franchise Tax Board for the costs of its investigation and  
26 fined \$10,000 plus penalty assessments.

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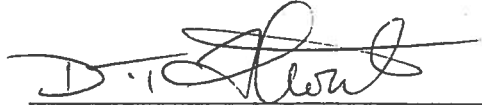


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3. Ordering Respondent to pay the costs of probation monitoring if probation is imposed; and

4. Taking such other and further action as deemed necessary and proper.

DATED: July 26, 2007



DAVE THORNTON  
Executive Director  
Medical Board of California  
Department of Consumer Affairs  
State of California  
Complainant