

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 8th 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 11th day of September, 2008.

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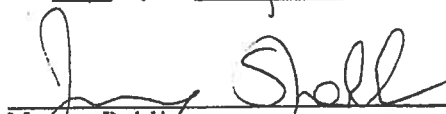
18 _____
19 Edward Cousineau, Esq.
20 Attorney for the Investigative Committee
21 of the Nevada State Board of Medical Examiners
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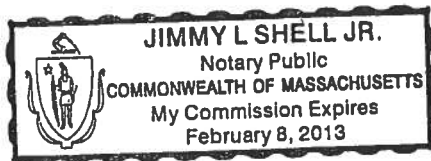
1 I am in agreement with all of the terms of the foregoing Settlement, Waiver and Consent
2 Agreement signed on the 11th day of September, by Edward Cousineau, Esq., Attorney for the
3 Investigative Committee of the Nevada State Board of Medical Examiners.

4 Dated this 17th day of Sept 2008.

5 
6 Harold Tate, M.D.
7 Respondent

Signature of Harold Tate, M.D.
subscribed and sworn to before me
this 17th 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 5th day of December 2008.



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
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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.**
15 8680 Mesa Canogo Drive
Las Vegas, Nevada 89148.

16 Physician and Surgeon's No. G 74583

17 Respondent.

Case No. 08-2006-178477

OAH No. 2007080860

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

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 9. Respondent agrees that his Physician and Surgeon Certificate is subject to
2 discipline and he agrees to be bound by the Division's imposition of discipline as set forth in the
3 Disciplinary Order below.

4 RESERVATION

5 10. The admissions made by Respondent herein are only for the purposes of
6 this proceeding, or any other proceeding in which the Division of Medical Quality, Medical
7 Board of California, or other professional licensing agency is involved, and shall not be
8 admissible in any other criminal or civil proceeding.

9 CONTINGENCY

10 11. This Stipulated Settlement and Disciplinary Order shall be subject to the
11 approval by the Division of the Medical Quality. Respondent understands and agrees that
12 counsel for Complainant and the staff of the Medical Board of California may communicate
13 directly with the Division regarding this Stipulated Settlement and Disciplinary Order, without
14 notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent
15 understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation
16 prior to the time the Division considers and acts upon it. If the Division fails to adopt this
17 stipulation, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except
18 for this paragraph, it shall be inadmissible in any legal action between the parties, and the
19 Division shall not be disqualified from further action by having considered this matter.

20 OTHER MATTERS

21 12. The parties understand and agree that facsimile copies of this Stipulated
22 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
23 force and effect as the originals.

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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

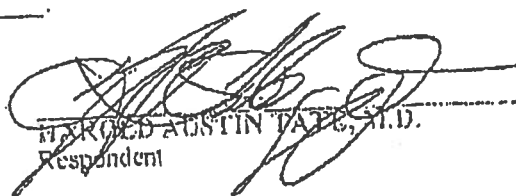
1 exercise its discretion whether or not to grant the request, or to take any other action deemed
 2 appropriate and reasonable under the circumstances. Upon formal acceptance of the surrender,
 3 Respondent shall, within 15 calendar days, deliver Respondent's wallet and wall certificate to the
 4 Division 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

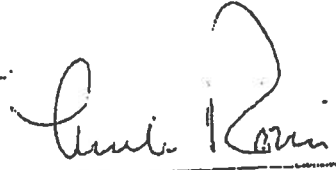
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 23 
 24 HAROLD AUSTIN TATE, M.D.
 Respondent

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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

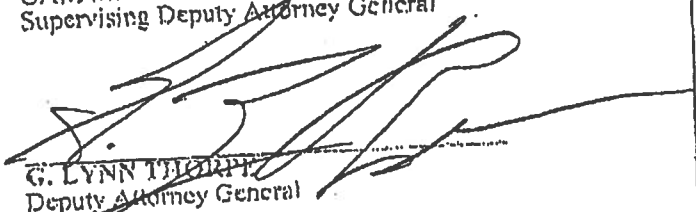

G. LYNN THORPE
Deputy Attorney General
Attorneys for Complainant

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

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

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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1 9. Respondent's failure to pay income taxes for the years 2002, 2003 and
2 2004 constitutes a dishonest act which is substantially related to his qualifications as a physician
3 and surgeon within the meaning of section 2234(e) of the Code. Respondent's felony conviction
4 for violation of Revenue and Tax Code section 19706, Failing to File Income Tax also
5 constitutes a dishonest act which is substantially related to his qualifications as a physician and
6 surgeon within the meaning of section 2234(e) of the Code.

7 SECOND CAUSE FOR DISCIPLINE
8 (Conviction of Crime)
 [Bus. & Prof. Code § 2236]

9 10. Respondent is subject to disciplinary action under section 2236 of the
10 Code in that his felony conviction for failing to file tax returns in violation of Revenue and Tax
11 Code section 19706 constitutes conviction of an offense substantially related to the
12 qualifications, functions, or duties of a physician and surgeon. The circumstances are set forth
13 below.

14 11. Complainant realleges paragraph 8 as if fully set forth herein.

15 12. Respondent's conviction for a felony violation of Revenue and Tax Code
16 section 19706, Failing to File Income Tax constitutes conviction of an offense substantially
17 related to the qualifications, functions, or duties of a physician and surgeon within the meaning
18 of section 2236 of the Code.

19 PRAYER

20 WHEREFORE, complainant requests that a hearing be held on the matters herein
21 alleged and that, following the hearing, the Division issue a decision:

22 1. Revoking or suspending Physician & Surgeon's Certificate Number
23 G 74583, issued to Harold Austin Tate, M.D.

24 2. Revoking, suspending or denying approval of Harold Austin Tate, M.D.'s
25 authority to supervise physician's assistants, pursuant to Section 3527 of the Code;

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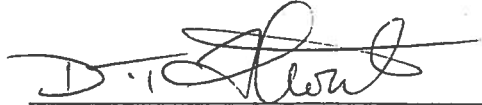
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3. Ordering Respondent to pay the costs of probation monitoring if probation is imposed; and

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