

No. 93-195  
No. 92-180

IN THE MATTER OF § BEFORE THE TEXAS  
DALE W. ANDERSON, DPM § STATE BOARD OF  
§ PODIATRY EXAMINERS

SETTLEMENT AGREEMENT

I.

Statement of Facts

1. On or about October 18, 1993, the Texas State Board of Podiatry Examiners communicated to Dale W. Anderson, DPM, that two complaints had been filed against him at the Board regarding the practice of podiatry. The complaints alleged the failure to inform a patient regarding the fees for treatment and inadequate recordkeeping.
2. The above communication offered Dr. Anderson the opportunity to participate in a meeting pursuant to section 2001.054(c) of the Texas Government Code. This section provides a licensee with the opportunity to respond to allegations and to show compliance with the Podiatry Practice Act.
3. A meeting was held on November 19, 1993.
4. Representing the Texas State Board of Podiatry Examiners at the meeting was Tom Garrison, DPM, Board member, Robert Lansford, Executive Director of the Board, and Cynthia Villarreal-Reyna, Assistant Attorney General, attorney for the Board. Dr. Anderson appeared at the meeting.
5. Dr. Anderson and the representatives of the Board discussed certain matters relating to the allegations in the two complaints.
6. The specific nature of the allegations was that Dr. Anderson was negligent in the diagnosis and treatment of a heel spur and that Dr. Anderson charged excessive fees for the treatment of a wart. The allegations concerned violations of sections 375.2(b), 375.10, and 375.11 of the Texas Administrative Code.

7. No formal complaint has been brought against Dr. Anderson.
8. As it relates to the above allegations, Dr. Anderson understands that he has the option to continue to insist on proof by the Board of any violation at a contested case hearing under the Administrative Procedures Act.
9. In order to avoid the cost of a contested case hearing and in the interest of cost, efficiency and fairness to the Board and himself, Dr. Anderson desires to resolve this matter by this Settlement Agreement.
10. Dr. Anderson desires to resolve such dispute by compromising and settling all claims and matters of any kind whatsoever relating to such allegations discussed and that the full terms and conditions of such compromise settlement are set forth in this Settlement Agreement. Dr. Anderson understands that the execution of this Settlement Agreement is not an admission of any fact or conclusion of law, the same being expressly denied.

## II.

### Settlement Terms

11. All agreements are with Dr. Garrison and with the staff of the Board and Dr. Anderson. The Settlement Agreement is to be presented to the Board as a recommendation. If the Board elects to reject this Settlement Agreement, the Board will not use this Settlement Agreement for any purposes and the same will be null and void.
12. If the terms of this Settlement Agreement are complied with, the Board agrees not to bring any further disciplinary action on any matter covered by such Settlement Agreement.
13. Dr. Anderson agrees to the following:
  - (a) Dr. Anderson agrees that he will comply with all statutes and rules governing the practice of podiatry.
  - (b) Dr. Anderson agrees to pay a one thousand dollar fine (\$1,000.00) for the above violations.

(c) Dr. Anderson agrees to complete ten (10) hours of continuing professional education in courses to be preapproved by the Board in the areas of Medical Recordkeeping and Ethics.

(d) Dr. Anderson agrees to advise the Board of any change of address, mailing or office, within ten (10) days of such occurrence.

(d) Dr. Anderson understands that this Settlement Agreement supersedes any other written or oral statements or agreements.

### III.

#### General Provisions

15. Effective Date. This Settlement Agreement shall take effect and become binding upon the approval by the Board and entering of an order under the terms attached hereto.

16. No waiver. No waiver of any of the terms of this Settlement Agreement shall be valid unless in writing. No waiver of default of any terms of the Settlement Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

17. Governing Law. This Settlement Agreement is being entered into pursuant to TEX. REV. CIV. STAT., article 4567-4575, the Podiatry Practice Act, and the TEX. GOV'T CODE, section 2001.001 et seq., the Administrative Procedure Act.

18. Acknowledgment of Entire Agreement. Dr. Anderson acknowledges that he has carefully read this instrument, including all documents or exhibits, if any, that are referred to, that this instrument expresses the entire agreement between the parties concerning the subjects it purports to cover, and Dr. Anderson has executed this instrument freely and of his own accord.

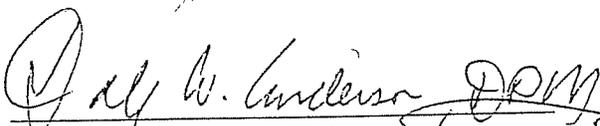
19. Notice. Any notice to be given under the terms of this Settlement Agreement by either party to this order shall be in writing and be delivered by personnel delivery or certified mail, return receipt requested, to the following addresses:

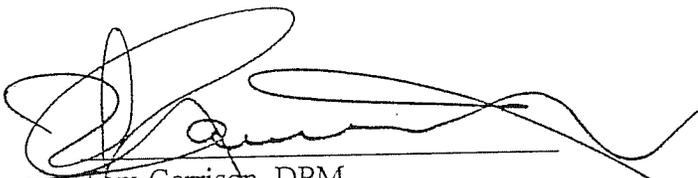
Dale W. Anderson, DPM  
P.O. Box 670222  
Dallas, Texas 75367-0222

Texas State Board of Podiatry Examiners  
3420 Executive Center Drive, Suite 305  
Austin, Texas 78731

20. Parties. The parties to this Settlement Agreement are Dr. Anderson, and a representative of Board, Dr. Garrison. The attorney for the Board, Cynthia Villarreal-Reyna, and Dr. Anderson have read and approved as to form this Settlement Agreement.

Executed this 19 day of November, 1993.

  
Dale W. Anderson, DPM

  
Tom Garrison, DPM

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IN THE MATTER OF

§

BEFORE THE TEXAS

§

STATE BOARD OF

DALE W. ANDERSON, DPM

§

PODIATRY EXAMINERS

ORDER

On the 3rd day of December, 1993, came on to be heard the above matter.

The Executive Director appeared and announced to the Board that all matters of fact and things in controversy between the licensee and the Board have been fully and finally compromised and settled.

The Settlement Agreement was exhibited to and received by the Board, and, based thereon, the Board make this following Order:

It is therefore ORDERED, ADJUDGED, AND DECREED, by the Board that it is of the opinion that this agreement to compromise and settle all claims, demands and causes of action herein covered by the attached Settlement Agreement, which is incorporated by reference as if fully set forth herein, is reasonable, fair and just, and the same is hereby in all things approved and agreed to.

Signed this the 3 day of December, 1993.

Ben Charles DPM  
President, Texas State Board of Podiatry Examiners