

ORIGINAL

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and

Case No. 09-31733-1

Complaint Against

AARON JAY GOODRUM, M.D.,

Respondent.

FILED

AUG 11 2009

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee (IC) of the Nevada State Board of Medical Examiners (the Board) composed of Charles N. Held, M.D, Chairman, Benjamin Rodriguez, M.D, member, and Jean Stoess, M.A., member, by and through counsel Lyn E. Beggs, Esq., and Aaron Jay Goodrum, M.D. (Respondent), by and through his counsel John Okray, Esq., as follows:

WHEREAS, on February 25th, 2009, the Board's IC filed a Complaint in the above referenced matter charging Dr. Goodrum with engaging in conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: two counts of disciplinary action taken by another state, violations of NRS 630.301(3); and

WHEREAS, Dr. Goodrum has received and reviewed a copy of the Complaint, understands it, and has consulted with competent counsel John Okray, Esq., concerning the nature and significance of the Complaint and Dr. Goodrum is fully advised concerning his rights and defenses to the complaint as well as the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act and after due consideration and consultation with his counsel, concedes that disciplinary action was taken against his licenses to practice medicine in both Florida and Missouri, as set forth in counts I and II of the Complaint; and

WHEREAS, Dr. Goodrum understands and agrees that this Agreement is entered into by and between himself and the Board's Investigative Committee, and not with the Board, but that the

1 Investigative Committee will present this Agreement to the Board for consideration in open session at a
2 Board meeting, appropriately noticed, and that the Investigative Committee shall advocate approval of
3 this Agreement by the Board, but that the Board has the right to decide in its own discretion whether or
4 not to approve this Agreement; and

5 **WHEREAS**, Dr. Goodrum and the Investigative Committee each understand and agree that if the
6 Board approves the terms, covenants and conditions of this Agreement, then the terms, covenants and
7 conditions enumerated below shall be binding and enforceable upon Dr. Goodrum and the Board's
8 Investigative Committee; and

9 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought against
10 Dr. Goodrum by the Board's Investigative Committee in said matter, Dr. Goodrum and the Investigative
11 Committee hereby agree to the following terms, covenants and conditions:

12 1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
13 proceedings pending against him without any further costs and expense of providing a defense to the
14 Complaint or to any amended complaints, Dr. Goodrum hereby agrees that an order may be entered herein
15 by the Board finding that Dr. Goodrum engaged in conduct that is grounds for discipline pursuant to the
16 Medical Practice Act to wit: that disciplinary action was taken against his medical licenses in Florida and
17 Missouri as alleged in counts I and II of the Complaint, violations of NRS 630.301(3). The Board shall
18 enter an order with the following terms:

19 a. that Dr. Goodrum shall pay a fine of \$500, to be paid within sixty (60) days of the
20 acceptance, adoption and approval of this Agreement by the Board;

21 b. that Dr. Goodrum shall reimburse the Board the reasonable costs and expenses incurred in
22 the investigation and prosecution of this case, the current amount being \$841.53 to be paid within sixty
23 (60) days of the acceptance, adoption and approval of this Agreement by the Board;

24 c. that Dr. Goodrum shall contact the Compliance Officer of the Nevada State Board of
25 Medical Examiners (hereinafter "Compliance Officer") within thirty (30) days of the approval and
26 acceptance of this Agreement in order to provide information regarding the most expeditious method of
27 contacting him;

1 d. that Dr. Goodrum comply with and complete all terms of his settlement agreement with
2 the State of Florida, Department of Health;

3 e. that Dr. Goodrum shall sign a release of information with the State of Florida,
4 Department of Health to allow the Compliance Officer or another representative of the Board to speak
5 with and obtain any and all information pertaining to the terms of his settlement agreement with Florida
6 and updates regarding his compliance with said settlement agreement, including but not limited to any
7 evaluations and information from the Professional Resource Network;

8 f. that Dr. Goodrum shall inform the Compliance Officer within 24 hours should he plan to
9 physically work within the state of Nevada;

10 g. that Dr. Goodrum, should he physically work within the state of Nevada, shall participate
11 in a designated Diversion program for a period to determine by said program and that he shall
12 participate and comply with all terms of conditions of participation in such a program;

13 h. that Dr. Goodrum shall reimburse the Board any costs associated with monitoring his
14 compliance with this agreement within thirty (30) days of a receiving a statement for such monitoring.

15 i. that Dr. Goodrum shall forward a copy of any and all documents from Florida to the
16 Compliance Officer showing that he has fulfilled all his obligations with the State of Florida,
17 Department of Health, and at such time monitoring by this Board shall cease.

18 2. **Jurisdiction.** Dr. Goodrum is, and at all times mentioned in the Complaint filed in the
19 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject to the
20 jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act
21 (NRS 630), and to impose sanctions as provided by the Act.

22 3. **Waiver of Rights.** Dr. Goodrum covenants and agrees that he enters into this Agreement
23 knowingly, willingly, and intelligently with knowledge that he may consult with counsel prior to entering
24 into this Agreement. In connection with this Agreement, and the terms, covenants and conditions
25 contained herein, Dr. Goodrum knowingly, willingly and intelligently, with the advice of above identified
26 counsel, waives all rights arising under or pursuant to the United States Constitution, the Constitution of
27 the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to his or that may
28 apply to his in connection with the proceeding regarding the Complaint filed herein, the defense of said

1 Complaint and the adjudication of the charges in said Complaint, and Dr. Goodrum further agrees that the
2 matter of the disciplinary action commenced by the filing of the complaint herein may be settled and
3 resolved in accordance with this Agreement without a hearing or any further proceeding, and without the
4 right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall
5 have no force and effect and Dr. Goodrum shall have all rights arising under or pursuant to the United
6 States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B
7 that may be available to his or that may apply to his in connection with the proceeding on the complaint
8 filed herein.

9 4. **Acknowledgement of Reasonable Basis to Proceed.** Dr. Goodrum covenants and agrees
10 that the Board's Investigative Committee has a reasonable basis to believe that Dr. Goodrum violated one
11 or more provisions of the Medical Practice Act.

12 5. **Procedure for Adoption of Agreement.** It is expressly understood that this Agreement
13 will only become effective if the Board approves the recommendation of the Investigative Committee for
14 acceptance. The Investigative Committee and counsel for the Investigative Committee shall recommend
15 approval of the terms, covenants and conditions contained herein by the Board in resolution of the
16 disciplinary proceedings pending herein against Dr. Goodrum pursuant to the complaint. In the course
17 of seeking Board approval of this Agreement, counsel for the Investigative Committee may
18 communicate directly with the Board staff and members of the panel of the Board who would
19 adjudicate this case if it were to go to hearing. Dr. Goodrum covenants and agrees that such contacts
20 and communication may be made or conducted ex parte, without notice or opportunity to be heard on
21 his part or on the part of his counsel, until the public Board meeting where this Agreement is discussed,
22 and that such contacts and communications may include, but not be limited to, matters concerning this
23 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in support of
24 the Complaint, and any and all information of every nature whatsoever related to the complaint against
25 Dr. Goodrum. The Investigative Committee and its counsel agree that Dr. Goodrum and his counsel
26 may appear at the Board meeting where this Agreement is discussed in order to respond to any and all
27 questions that may be addressed to the Investigative Committee or its counsel at such meeting.
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1 6. **Effect of Acceptance of Agreement by Board.** In the event the Board approves the
2 terms, covenants and conditions set out in this Agreement, counsel for the Investigative Committee will
3 cause to be entered herein the Board's Order approving this Settlement, Waiver and Consent
4 Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject
5 to the provisions in Paragraph 1.

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

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

27 9. **Binding Effect.** Dr. Goodrum covenants and agrees that this Agreement is a binding
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1 and enforceable contract upon Dr. Goodrum and the Board's Investigative Committee, which contract
2 may be enforced in a court or tribunal having jurisdiction.

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

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

10 12. **Failure to comply with terms.** In the event the Board enters its Order approving this
11 Agreement, upon receipt of credible information that Dr. Goodrum has failed to comply with any term
12 or condition of this Order, the Board shall be authorized to immediately suspend Dr. Goodrum's license
13 until Dr. Goodrum complies with the term or condition. Failure to comply with the terms recited herein
14 may result in additional disciplinary action being initiated against Dr. Goodrum for a violation of an
15 Order of the Board in accordance with NRS 630.3065(2)(a). Furthermore, any failure to pay any fine,
16 fee, or cost ordered herein will also result in such legal action as determined to be necessary to collect
17 the unpaid fine, fee, or cost.

18 Dated this 6th day of July of 2009.

Dated this 8th day of July, 2009.

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21 By: Lyn E. Beggs
22 Lyn E. Beggs, Esq.
23 Attorney for the Investigative Committee
24 of the Nevada State Board of Medical
25 Examiners

By: John Okray
John Okray, Esq.
Attorney for Dr. Goodrum

26 UNDERSTOOD AND AGREED:
27 Aaron Jay Goodrum
28 Aaron Jay Goodrum, M.D. Respondent

Dated this 14th day of July, 2009

1 IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved
2 and accepted by the Nevada State Board of Medical Examiners on the 7th day of August 2009, with the
3 final total amount of costs due of \$841.53

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6 RENEE WEST, Secretary-Treasurer
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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