

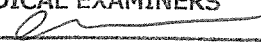
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**BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA**

\* \* \* \* \*

Case No. 17-36566-1

**In the Matter of Charges and  
Complaint Against  
TREVOR A. SCHMIDT, PA-C,  
Respondent.**

**FILED**  
MAR - 6 2017  
NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and Trevor A. Schmidt, PA-C (Respondent), a licensed physician assistant in Nevada, represented pro se, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a physician assistant licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since May 12, 2010 (License No. PA1219).
2. On February 3, 2017, in Case No. 17-36566-1, the IC filed a formal Complaint (Complaint) charging Respondent with Medical Practice Act violations. Specifically, this Complaint alleges: one (1) count eight (8) violations of NRS 630.3062(1) (medical records)

<sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

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and that Respondent is subject to disciplinary action pursuant to NAC 630.380(m), which states that a physician assistant is subject to disciplinary action by the Board if the Board finds the physician assistant violated NRS 630.3062.

3. Respondent was properly served with a copy of this Complaint, has reviewed and understands this Complaint, and has had the opportunity to consult with competent counsel concerning the nature and significance of this Complaint.

4. Respondent is hereby advised of his rights regarding this administrative matter and his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain rights in this administrative matter as set out by the United States Constitution, the Nevada Constitution, the Medical Practice Act and the Nevada Administrative Procedure Act (APA), which is contained in NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint, the right to representation by counsel at his own expense in the preparation and presentation of his defense, the right to confront and cross-examine the witnesses and evidence against him, the right to written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the right to judicial review of the Board's Order, if the decision is adverse to him.

5. Respondent understands that, under the Board's charge to protect the public by regulating the practice of medicine, the Board may take disciplinary action against Respondent's license, including license probation, license suspension, license revocation and imposition of administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes that Respondent violated one or more provisions of the Medical Practice Act.

6. Respondent understands and agrees that this Agreement, by and between Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the Board for consideration in open session at a duly noticed and scheduled meeting.

1 Respondent understands that the IC shall advocate for the Board's approval of this  
2 Agreement, but that the Board has the right to decide in its own discretion whether or not  
3 to approve this Agreement. Respondent further understands and agrees that if the Board  
4 approves this Agreement, then the terms and conditions enumerated below shall be binding  
5 and enforceable upon him and the Board.

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8 **B. Terms & Conditions**

9 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
10 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
11 conditions:

12 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a  
13 physician assistant licensed to practice medicine in Nevada subject to the jurisdiction of the Board  
14 as set forth in the Medical Practice Act.

15 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
16 Respondent understands that he may retain and consult counsel prior to entering into this  
17 Agreement at his own expense. Respondent acknowledges he is not represented by counsel,  
18 and wishes to resolve the matters addressed herein without counsel. Respondent agrees that if  
19 representation in this matter materially changes prior to entering into this Agreement and for the  
20 duration of this Agreement, that counsel for the IC will be timely notified of the material change.  
21 Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after  
22 deciding not to have a full consultation with and upon the advice of legal counsel.

23 3. **Waiver of Rights.** In connection with this Agreement and the associated terms and  
24 conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with  
25 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all  
26 rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice  
27 Act, the APA and any other legal rights that may be available to him or that may apply to him in  
28 connection with the administrative proceedings resulting from the Complaint filed in this matter,

1 including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and  
2 imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to  
3 settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing  
4 or any further proceedings and without the right to judicial review.

5 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
6 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
7 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent  
8 is admitting that the Board's claims/counts as alleged in the Complaint have merit and Respondent  
9 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.  
10 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert  
11 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of  
12 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,  
13 witnesses, expert witnesses and defenses in order to effectuate this Agreement.

14 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against  
15 Respondent without incurring any further costs or the expense associated with a hearing, Respondent  
16 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that  
17 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms  
18 and conditions are hereby agreed upon:

19 a. Respondent admits to eight (8) violations of NRS 630.3062(1)(medical  
20 records).

21 b. Respondent shall pay the costs and expenses (\$2,793.00) incurred in the  
22 investigation and prosecution of the above-referenced matter within 30 days of the Board's  
23 acceptance, adoption and approval of this Agreement, not including any costs that may be  
24 necessary to finalize this Agreement.

25 c. Respondent shall take three (3) hours of continuing medical education  
26 (CME) related to medical records within six (6) months from the date of the Board's  
27 acceptance, adoption and approval of this Agreement. The aforementioned hours of CME  
28 shall be in addition to any CME requirements that are regularly imposed upon Respondent

1 as a condition of licensure in the State of Nevada and shall be approved by the Board prior  
2 to their completion.

3 d. This Agreement shall be reported to the appropriate entities and parties as  
4 required by law, including, but not limited to, the National Practitioner Data Bank.

5 e. Respondent shall be issued a Public Letter of Reprimand.

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8 **6. Release From Liability.** In execution of this Agreement, Respondent understands  
9 and agrees that the state of Nevada, the Board, and each of its members, staff, counsel,  
10 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
11 are immune from civil liability for any decision or action taken in good faith in response to  
12 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the state of  
13 Nevada, the Board and each of its members, staff, counsel, investigators, experts, peer reviewers,  
14 committees, panels, hearing officers, consultants and agents from any and all manner of actions,  
15 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
16 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
17 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
18 or by reason of, this investigation, this Agreement or the administration of the case referenced  
19 herein.

20 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
21 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
22 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
23 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
24 adjudicating members of the Board.

25 Respondent acknowledges that such contacts and communications may be made or  
26 conducted ex parte, without notice or opportunity to be heard on his part until the public Board  
27 meeting where this Agreement is discussed, and that such contacts and communications may  
28 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all

1 information of every nature whatsoever related to this matter. The IC and its counsel agree that  
2 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
3 respond to any questions that may be addressed to the IC or the IC's counsel.

4 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
5 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement an  
6 order of the Board.

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8 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not  
9 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
10 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
11 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
12 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
13 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
14 this Complaint and from participating in disciplinary proceedings against Respondent, including  
15 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
16 such member absent evidence of bad faith.

17 **10. Binding Effect.** If approved by the Board, Respondent understands that this  
18 Agreement is a binding and enforceable contract upon Respondent and the Board.

19 **11. Forum Selection Clause.** The parties agree that in the event either party is  
20 required to seek enforcement of this Agreement in a Nevada state district court, the parties consent  
21 to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District  
22 Court, State of Nevada, Washoe County.

23 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is  
24 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
25 be entitled to recover reasonable attorneys' fees and costs.

26 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term  
27 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
28 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice

1 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.  
2 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
3 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
4 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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8 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
9 condition of this Agreement may subject Respondent to civil collection efforts.

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11 Dated this 14 day of February, 2017.

12  
13 By: [Signature]  
14 Robert Kilroy, Esq.  
15 Attorney for the Investigative Committee

16 **UNDERSTOOD AND AGREED:**

17 [Signature] 2/27/17  
18 Trevor A. Schmidt, PA-C, Respondent

19 Dated this 24 day of February, 2017.

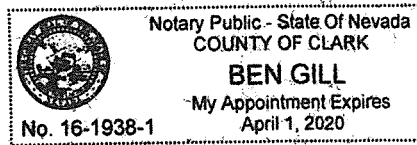
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21 STATE OF NEVADA )  
22 :ss.  
23 COUNTY OF CLARK )

24 SUBSCRIBED and SWORN to before me

25 this 27 day of February, 2017.

26 [Signature]  
27 Notary Public



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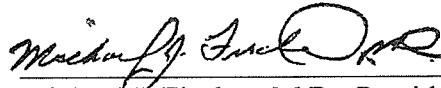
**OFFICE OF THE GENERAL COUNSEL**

Nevada State Board of Medical Examiners  
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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the  
2 Nevada State Board of Medical Examiners on the 3<sup>rd</sup> day of March 2017, with the final total amount of  
3 costs due of \$2,793.00.

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5 Michael J. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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