

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

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4
5 **In the Matter of Charges and Complaint**
6 **Against**
7 **PAUL M. STUMPF, M.D.,**
8 **Respondent.**

Case No. 20-10382-1

FILED

SEP 11 2020

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Paul M. Stumpf, M.D. (Respondent), a licensed physician in Nevada,
14 assisted by his attorney, Edward J. Lemons, Esq., of the law firm of
15 Lemons, Grundy & Eisenberg, hereby enter into this Settlement Agreement (Agreement) based on
16 the following:¹

17 **A. Background**

18 1. Respondent is a medical doctor currently licensed in active status by the Board
19 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
20 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
21 issued on June 11, 1994 (License No. 7081).

22 2. On August 18, 2020, in Case No. 20-10382-1, the IC filed a formal Complaint
23 (Complaint) charging Respondent with two counts of violating the Medical Practice Act. Specifically,
24 the Complaint alleges Count I (NRS 630.306(1)(b)(2)) – violation of a standard of practice established
25 by regulation (NAC 630.210) – failure to timely seek consultation with another provider of health
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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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.

1 care, and Count II (NRS 630.3062(1)(a) – failure to maintain timely, legible, accurate and complete
2 medical records relating to the diagnosis, treatment and care of a patient.

3 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
4 provided in NRS 630.352.

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

8 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
9 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
10 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
11 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
12 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in
13 NRS Chapters 233B and 622A. These rights include the right to a formal hearing on the allegations in
14 the Complaint, the right to representation by counsel, at his own expense, in the preparation and
15 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
16 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
17 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

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

23 7. Respondent understands and agrees that this Agreement, by and between
24 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
25 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
26 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
27 Board has the right to decide in its own discretion whether or not to approve this Agreement.

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1 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. Terms & Conditions**

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

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

10 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
11 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
12 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
13 matter materially changes prior to entering into this Agreement and for the duration of this
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
15 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
16 have a full consultation with and upon the advice of legal counsel.

17 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
18 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
19 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
20 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
21 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
22 may apply to him in connection with the administrative proceedings resulting from the Complaint
23 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
24 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
25 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
26 Agreement, without a hearing or any further proceedings and without the right to judicial review.

27 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

1 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
2 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
3 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
4 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
5 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
6 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
7 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
8 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
9 effectuate this Agreement.

10 **5. Consent to Entry of Order.** In order to resolve the Complaint pending against
11 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
12 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
13 the following terms and conditions are hereby agreed upon:

14 a. Respondent admits to Count I of the Complaint, a violation of NRS 630.306(1)(b)(2)
15 – violation of a standard of practice established by regulation (NAC 630.210 – failure to timely seek
16 consultation with another provider of health care in a difficult case).

17 b. Respondent shall pay the costs and expenses incurred in the investigation and
18 prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval
19 of this Agreement, the current amount being \$1606.91, not including any costs that may be
20 necessary to finalize this Agreement.

21 c. Respondent shall complete four (4) hours of continuing medical education (CME)
22 related to the subject matter of best practices for medical consultations in difficult and demanding
23 cases within six (6) months from the date of the Board's acceptance, adoption and approval of this
24 Agreement. The aforementioned four (4) hours of CME shall be in addition to any CME
25 requirements that are regularly imposed upon Respondent as a condition of licensure in the State
26 of Nevada and shall be approved by the Board prior to their completion.

27 d. Respondent shall receive a Public Letter of Reprimand.
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1 e. This Agreement shall be reported to the appropriate entities and parties as required
2 by law, including, but not limited to, the National Practitioner Data Bank.

3 f. Count II shall be dismissed with prejudice, and this Agreement shall encompass the
4 resolution of the formal disciplinary case currently before the Board.

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

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

22 Respondent acknowledges that such contacts and communications may be made or
23 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
24 meeting where this Agreement is discussed, and that such contacts and communications may
25 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
26 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
27 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
28 Agreement is discussed and, if requested, respond to any questions that may be addressed to the

1 IC or the IC's counsel.

2 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
3 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
4 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
5 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

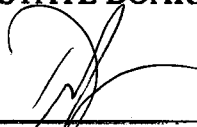
21 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
22 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
23 be entitled to recover reasonable attorneys' fees and costs.

24 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
25 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
26 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
27 medicine in Nevada, if any, pending an Order To Show Cause Hearing, which will be duly
28 noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines,

1 costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which
2 may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
3 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
4 condition of this Agreement may subject Respondent to any civil and administrative collection
5 efforts available.

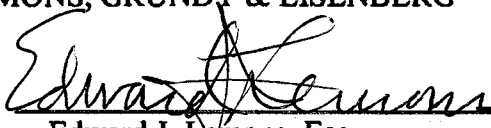
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7 Dated this 8th day of September, 2020.

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9 INVESTIGATIVE COMMITTEE OF THE
10 NEVADA STATE BOARD OF MEDICAL EXAMINERS

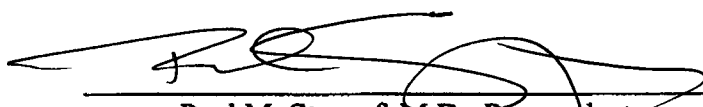
11 By: 
12 Donald R. White, Esq., Deputy General Counsel
13 Attorney for the Investigative Committee

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15 Dated this 28th day of August, 2020.

16 LEMONS, GRUNDY & EISENBERG

17 By: 
18 Edward J. Lemons, Esq.
19 Attorneys for Respondent

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21 Dated this 25th day of August, 2020.

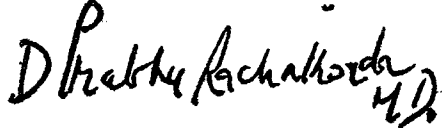
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23 
24 Paul M. Stumpf, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL

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IT IS HEREBY ORDERED that the foregoing Amended Settlement Agreement (20-10382-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 11th day of September, 2020, with the final total amount of costs due of \$1,606.91.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS