

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**

Case No. 21-40241-1

6 **Against:**

FILED

7 **ARNOLD DANIEL CHUNG, M.D.,**

JUN - 7 2021

8 **Respondent.**

**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 SARAH A. BRADLEY, J.D., Deputy Executive Director for the Board
13 and attorney for the IC, and ARNOLD DANIEL CHUNG, M.D. (Respondent), a licensed
14 physician in Nevada, assisted by his attorney, MARIE ELLERTON, ESQ., of the law firm of Hall
15 Prangle & Schoonveld LLC, 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 August 29, 2012 (License No. 14527).

22 2. On May 5, 2021, in Case No. 21-40241-1, the IC filed a formal Complaint
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
24 Complaint alleges one (1) violation of NRS 630.301(4) Malpractice and one (1) violation of
25 NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records

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27 _____
28 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters 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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1 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
2 provided in NRS 630.352.

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

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

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

21 7. Respondent understands and agrees that this Agreement, by and between
22 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
23 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
24 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
25 Board has the right to decide in its own discretion whether or not to approve this Agreement.
26 Respondent further understands and agrees that if the Board approves this Agreement, then the
27 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

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1 **B. TERMS & CONDITIONS**

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

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

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

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

25 **4. Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have
2 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
4 evidence, witnesses, expert witness(es) and defenses to the count/claim alleged in the Complaint,
5 but for the purposes of resolving these matters and for no other purpose, Respondent waives the
6 presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this
7 Agreement.

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

12 a. Respondent admits to Count I, violation of NRS 630.301(4) Malpractice
13 and Count II, violation of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records, as
14 contained in the Complaint.

15 b. Respondent shall pay a fine of two thousand five hundred dollars
16 (\$2,500.00) within sixty (60) days of the Board's acceptance, adoption and approval of this
17 Agreement.

18 c. Respondent will pay the costs and expenses incurred in the investigation
19 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
20 adoption and approval of this Agreement, in the amount of three thousand two hundred thirty-
21 eight dollars and twenty cents (\$3,238.20).

22 d. Respondent shall take ten (10) hours of continuing medical education
23 (CME) related to best practices in cardiothoracic surgery within six (6) months from the date of
24 the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed upon Respondent as
26 a condition of licensure in the State of Nevada pursuant to NAC 630.153(1), and shall be
27 approved by the Board prior to their completion.

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

3 e. Respondent shall receive a Public Letter of Reprimand.

4 f. All claims and allegations arising from all pending investigations shall be
5 dismissed with prejudice.

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

18 **7. Procedure for Adoption of Agreement** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,
21 and Respondent hereby waives notice of the same, whether under the United States Constitution,
22 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the
23 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC
24 may communicate directly with the Board staff and the 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 may not be limited to, matters concerning this Agreement, the Complaint and any and

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

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

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

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

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

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

27 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
28 or condition of this Agreement once the Agreement has been accepted, approved and adopted by

1 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
2 medicine in Nevada pending an Order To Show Cause Hearing on revocation, which will be duly
3 noticed. Failure to comply with the terms of this Agreement, including failure to pay any fines,
4 costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which
5 may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
6 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
7 condition of this Agreement may subject Respondent to any civil and administrative collection
8 efforts available.

9 DATED this 18th day of May, 2021. DATED this 12 day of May, 2021.
10 INVESTIGATIVE COMMITTEE OF THE HALL PRANGLE & SCHOONVELD, LLC.
11 NEVADA STATE BOARD OF MEDICAL
12 EXAMINERS

13 By: Sarah A. Bradley By: Marie Ellerton
14 SARAH A. BRADLEY, J.D. MARIE ELLERTON, ESQ.
15 Deputy Executive Director 1140 North Town Center Dr., Ste. 350
16 9600 Gateway Drive Las Vegas, Nevada 89144
17 Reno, Nevada 89521 Tel: (702) 384-6025
18 Email: bradleys@medboard.nv.gov Email: mellerton@HPSLAW.com
19 *Attorney for the Investigative Committee* *Attorney for Respondent*

19 DATED this 11 day of MAY, 2021.
20
21 By: [Signature]
22 ARNOLD DANIEL CHUNG, M.D.
23 *Respondent*

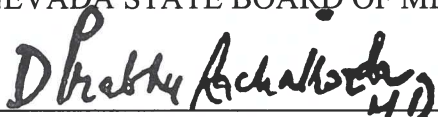
ORDER

IT IS HEREBY ORDERED, that the foregoing Settlement Agreement (Case No. 21-40241-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of June, 2021, with the final total amount of costs due of three thousand two hundred twenty-eight dollars and twenty cents (\$3,238.20).

DATED this 4 day of June, 2021.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:


RACHAKONDA D. PRABHU, M.D.
President

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