

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

3 * * * * *

4 **In the Matter of Charges and**
5 **Complaint Against:**
6 **STEPHEN WINSLOW GORDON, M.D.,**
7 **Respondent.**

Case No. 21-11531-1

FILED

MAR - 8 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

9 **SETTLEMENT AGREEMENT**

10 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
11 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel for the Board
12 and attorney for the IC, and Stephen Winslow Gordon, M.D. (Respondent), a licensed physician in
13 Nevada, assisted by his attorney, Kathleen Janssen, Esq., of the law firm of Cook & Kelesis, Ltd.,
14 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

15 **A. BACKGROUND**

16 1. Respondent is a medical doctor currently licensed in active status by the Board
17 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
18 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
19 issued by the Board on September 23, 1996. (License No. 7986).

20 2. On February 24, 2021, in Case No. 21-11531-1, the IC filed a formal Complaint
21 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
22 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I).

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

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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, including but
not limited to admissions for any purpose in any civil action based upon medical negligence, any state or federal court
proceeding, or any credentialing or privileges matter.

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

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

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

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

19 7. Respondent understands and agrees that this Agreement, by and between
20 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
21 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
22 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
23 Board has the right to decide in its own discretion whether or not to approve this Agreement.
24 Respondent further understands and agrees that if the Board approves this Agreement, then the
25 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 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
20 may apply to him in connection with the administrative proceedings resulting from the Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 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 this matter were to proceed to hearing, he has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
5 Complaint, but for the purposes of resolving this matter and for no other purpose, Respondent
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
7 effectuate this 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 of the Complaint, violation of
13 NRS 630.301(4), Malpractice.

14 b. Respondent shall perform one hundred (100) hours of community service,
15 without compensation, related to the provision of medical care to the poor or indigent. The
16 community service shall be completed within one hundred eighty (180) days of the Board's
17 acceptance, adoption and approval of this Agreement. The community service shall be performed
18 at the direction of a recognized not-for-profit organization, and proof of completion from said
19 organization shall be provided to the satisfaction of the Board within ninety (90) days of its
20 completion.

21 c. Respondent shall complete twenty-two (22) hours of continuing medical
22 education (CME) regarding medical ethics and professionalism within six (6) months of the date
23 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
24 CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
25 as a condition of licensure in the State of Nevada, and shall be approved by the Board to meet this
26 requirement prior to their completion, and proof of completion shall be provided to the Board.

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1 d. Pursuant to NRS 630.352(4)(h), Respondent shall pay the maximum fine
2 permitted for this violation, five thousand dollars (\$5,000.00). The foregoing fine shall be paid in
3 twelve (12) equal monthly installments of four hundred sixteen dollars and sixty-six cents
4 (\$416.66), the first payment to be made with thirty (30) days of the Board's acceptance, adoption
5 and approval of this Agreement.

6 e. Respondent shall pay the costs and expenses incurred in the investigation
7 and prosecution of the above-referenced matter, the current amount being five thousand seven
8 hundred fifty-eight dollars and fifty-one cents (\$5,758.51), not including any costs that may be
9 necessary to finalize this Agreement. The foregoing costs and expenses shall be paid in twelve
10 (12) equal monthly installments of four hundred seventy-nine dollars and eighty-eight cents
11 (\$479.88), the first payment to be made with thirty (30) days of the Board's acceptance, adoption
12 and approval of this Agreement.

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

15 g. Respondent shall receive a Public Letter of Reprimand.

16 h. Any other claims or issues arising from the Complaint or the Respondent's
17 treatment of the patient at issue in this matter shall be dismissed with prejudice.

18 6. **Release From Liability.** In execution of this Agreement, Respondent understands
19 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
20 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
21 are immune from civil liability for any decision or action taken in good faith in response to
22 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
23 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
24 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
25 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
26 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
27 any or all of the persons, government agencies or entities named in this paragraph arising out of,

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1 or by reason of, this investigation, this Agreement or the administration of the case referenced
2 herein.

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

8 Respondent acknowledges that such contacts and communications may be made or
9 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
10 meeting where this Agreement is discussed, and that such contacts and communications may
11 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
12 all information of every nature whatsoever related to these matters. The IC and its counsel agree
13 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
14 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
15 IC or the IC's counsel.

16 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
17 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
18 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
19 and any other claims or issues arising from the Complaint or the Respondent's treatment of the
20 patient at issue in this matter shall be dismissed with prejudice.

21 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
22 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
23 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
24 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
25 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
26 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
27 the Complaint and from participating in disciplinary proceedings against Respondent, including

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1 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
2 such member absent evidence of bad faith.

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

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

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

13 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
14 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
15 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
16 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
17 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
18 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
19 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to any civil and administrative collection
3 efforts available.

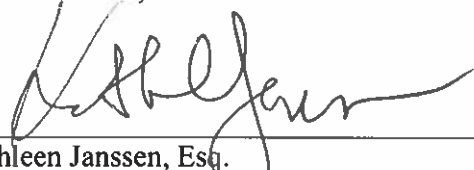
4 DATED this 24 day of FEBRUARY, 2021.

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6 INVESTIGATIVE COMMITTEE OF THE
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS

8 By: 
9 Aaron Bart Fricke, Esq., Senior Deputy General Counsel
10 Attorney for the Investigative Committee

11 DATED this 22 day of Feb, 2021.

12 COOK & KELESIS, LTD

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14 By: 
15 Kathleen Janssen, Esq.
16 Attorneys for Respondent

17 DATED this 22 day of FEBRUARY 2021.

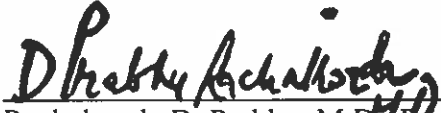
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20 Stephen Winslow Gordon, M.D., Respondent
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ORDER

IT IS HEREBY ORDERED, that the foregoing Settlement Agreement (Case No. 21-11531-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of March, 2021, with the final total amount of costs due of five thousand seven hundred fifty-eight dollars and fifty-one cents (\$5,758.51)

DATED this 5th day of March, 2021.


Rachakonda D. Prabhu, M.D. ^{MD} President
Nevada State Board of Medical Examiners