

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

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In the Matter of Charges and Complaint
Against:
KOFI EBENEZER SARFO, M.D.,
Respondent.

Case No. 22-29257-1

FILED

JUN 09 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, Deputy General Counsel for the Board and attorney for the IC, and Kofi Ebenezer Sarfo, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, John A. Hunt, Esq., of the law firm of Clark Hill, PLLC, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 3, 2004 (License No. 11205).

2. On September 29, 2022, in Case No. 22-29257-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), (malpractice) (Count(s) I-II); two (2) violations of NRS 630.3062(1)(a), (failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient) (Count(s) III-IV); and

¹ 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.

OFFICE OF THE GENERAL COUNSEL
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1 two (2) violations of NRS 630.305(1)(d), (charging for visits to the physician's office which did
2 not occur or for services which were not rendered or documented in the records of the patient)
3 (Count(s) V-VI). By reason of the foregoing, Respondent is subject to discipline by the Board as
4 provided in NRS 630.352.

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

8 4. Respondent is hereby advised of his rights regarding this administrative matter, and
9 of 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
12 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is
13 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on
14 the allegations in the Complaint, the right to representation by counsel, at his own expense, in the
15 preparation and presentation of his defense, the right to confront and cross-examine the witnesses
16 and evidence against him, the right to written findings of fact, conclusions of law and order
17 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if
18 the decision is adverse to him.

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

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

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 this 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.
13 Accordingly, the following terms and conditions are hereby agreed upon:

14 a. Respondent admits to Counts III-VI, two (2) violations of NRS
15 630.3062(1)(a), (failure to maintain timely, legible, accurate and complete medical records
16 relating to the diagnosis, treatment and care of a patient), and two (2) violation of NRS
17 630.305(1)(d), (charging for visits to the physician's office which did not occur or for services
18 which were not rendered or documented in the records of the patient).

19 b. Respondent will pay the costs and expenses incurred in the investigation
20 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
21 adoption and approval of this Agreement, in the amount of thirteen thousand two hundred and two
22 dollars and seventy cents (\$13,202.70).

23 c. Respondent shall pay a fine of two thousand five hundred dollars
24 (\$2,500.00) within sixty (60) days of the Board's acceptance, adoption and approval of this
25 Agreement.

26 d. Respondent shall take nineteen (19) hours of continuing medical education
27 (CME) on medical record keeping. Prior to the execution of this Agreement, and separate from
28 the terms and conditions set forth in this Agreement, the Board understands that Respondent has

1 completed a two (2) day comprehensive medical recordkeeping course for nineteen (19) hours of
2 CME. The Respondent agrees to provide confirmation of his completion of this course within
3 sixty (60) days of Board approval of this agreement. These aforementioned nineteen (19) hours of
4 CME shall be accepted in lieu of additional CME requirements imposed upon the respondent as a
5 condition of this agreement but shall be in addition to the CME requirements regularly imposed
6 upon the Respondent as a condition of licensure in the State of Nevada pursuant to NAC
7 630.153(1).

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

10 f. Respondent shall receive a Public Letter of Reprimand.

11 g. The remaining counts of the Complaint, and any other claims arising from
12 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

25 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
26 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
27 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
28 this Agreement, counsel for the IC may communicate directly with the Board staff and the

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1 adjudicating members of the Board.

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

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

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

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

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

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

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

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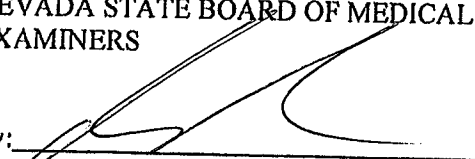
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.

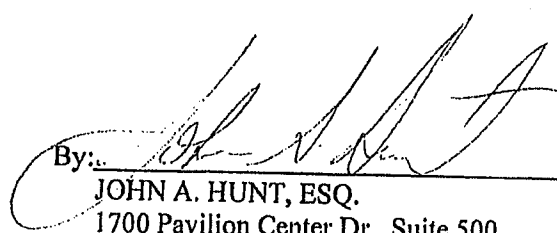
DATED this 17th day of April, 2023.

DATED this 3rd day of April, 2023.

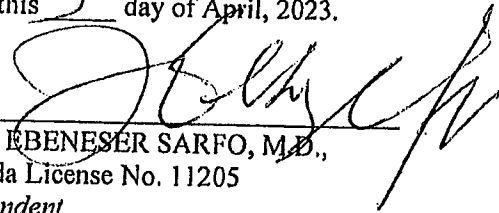
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

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Attorney for Respondent

DATED this 3 day of April, 2023.

By: 
KOFI EBENESER SARFO, M.D.,
Nevada License No. 11205
Respondent

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-29257-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 9th day of June, 2023.

DATED this 9th day of June, 2023.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



AURY NAGY, M.D.
Board President