

1 **BEFORE THE NEVADA STATE BOARD OF**
2 **OSTEOPATHIC MEDICINE**

3 IN A MATTER INVOLVING
4 **BLAKE STAMPER, D.O.,**
5 License No. 790,
6 **RESPONDENT.**

NV STATE BOARD OF
OSTEOPATHIC MEDICINE
Case No.: MA1009092

MAR 09 2011

FILED

7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between Rota Rosaschi, M.P.A., Investigative Board Member ("Ms. Rosaschi" or
11 "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the
12 Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Blake
13 Stamper, D.O. ("Dr. Stamper") (collectively referred to as "the Parties").

14 **II. RECITALS**

15 As a preamble to this Agreement, the Parties agree to the following:

- 16
- 17 A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
18 information regarding litigation filed against Dr. Stamper. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licensees.
- 21 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
22 (1) Re: patients "D.L.," "P.L.," "N.L.," and "J.M." Lawsuits were filed in 2005, 2005,
23 2006, and 2008 respectively. They were all resolved in 2008. Certain renewal
24 applications may not have contained such information and the physician may not have
25 timely reported these events as required by Nevada law. The IBM has alleged all such
26 failures are violations of NRS chapter 633 as discussed hereinafter.
- 27 C. WHEREAS, NRS 633.527(1) states that a licensed "osteopathic physician shall report
28 to the Board: (a) any action for malpractice against the osteopathic physician not later
than 45 days after the osteopathic physician receives service of a summons and
complaint for the action; (b) any claim for malpractice against the osteopathic physician
that is submitted to arbitration or mediation not later than 45 days after the claim is
submitted to arbitration or mediation; (c) any settlement, award, judgment or other
disposition or any action or claim described in paragraphs (a) or (b) not later than 45
days after the settlement, award, judgment or other disposition; and (d) any sanctions
imposed against the osteopathic physician that are reportable to the National
Practitioner Data Bank not later than 45 days after the sanctions are imposed. NRS
633.527(2) states that should the Board find "that an osteopathic physician has violated

1 any provision of this section, **the Board may impose a fine of not more than \$5,000**
2 **against the osteopathic physician for each violation, in addition to any other fines**
3 **or penalties permitted by law.** (Emphasis added.) This statute was added to the
4 law in 2003. By the use of the word "shall" by the Nevada State Legislature in this
5 statute, the Legislature intended to mandatorily require all osteopathic physicians to
6 report any of the four (4) events mentioned in the statute.

- 7
- 8 D. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully
9 making a false . . . statement . . . in applying for a license to practice osteopathic
10 medicine or in applying for renewal of a license to practice osteopathic medicine."
11 Pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for initiating a formal
12 disciplinary proceeding; and such discipline may include public reprimands, the
13 suspension or revocation of the license to practice osteopathic medicine in the State of
14 Nevada, and an assessment of a fine not to exceed \$5,000 per violation.
- 15 E. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
16 recover from a person reasonable attorney's fees and costs that are incurred by the
17 regulatory body as part of its investigative, administrative and disciplinary proceedings
18 against the person if the regulatory body" either enters a final order or enters into a
19 settlement agreement.
- 20 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
21 Board to file a formal disciplinary complaint.
- 22 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
23 parties and will be offered to the Board for the Board's approval at the next Board
24 meeting, with the recommendation of the Investigating Board Member that this matter
25 be settled. The Agreement shall not become effective until it has been approved by a
26 majority of the Board and endorsed by a representative member of the Board.
- 27 H. WHEREAS, Dr. Stamper understands that the Board is free to accept or reject this
28 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed
and a hearing scheduled on the same. The Board members who review this matter for
approval of this Agreement may be the same members who ultimately hear the
disciplinary complaint if this Agreement is not approved by the Board. Dr. Stamper
hereby agrees to waive any rights he might have to challenge the impartiality of the
Board to hear the disciplinary complaint, based on prior knowledge obtained by the
Board through consideration of this Agreement, if after review by the Board, this
Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it
shall be regarded as null and void.
- I. WHEREAS, Dr. Stamper acknowledges that the Board will retain jurisdiction over this
matter until all terms and conditions set forth in this Agreement and Order have been
met to the satisfaction of the Board.
- J. WHEREAS, Dr. Stamper acknowledges that the Board had a reasonable basis to
believe that the statutes and/or regulations regulating the practice of Osteopathic
Medicine in the State of Nevada may have been violated.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Stamper has elected to enter into this
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Stamper acknowledges that once accepted by the Board, this
Agreement and all associated documentation become a matter of public record (with
the exception of medical information related to the patient).
- M. WHEREAS, Dr. Stamper has had the opportunity to obtain the advice from competent
counsel of his choice concerning the terms and conditions of this Agreement and the
execution thereof. No coercion has been exerted upon Dr. Stamper, nor have any

1 promises been made other than those reflected in this Agreement. Dr. Stamper freely
2 and voluntarily entered into this agreement, motivated only by a desire to resolve the
3 issues addressed herein. Dr. Stamper has executed this Agreement only after a
4 careful reading of it and a full understanding of all its terms.

5 N. WHEREAS, Dr. Stamper is fully aware of his rights to contest the charges pending
6 against him. These rights include: representation by an attorney at his own expense,
7 the right to a public hearing on any charges or allegations filed, the right to confront and
8 cross-examine witnesses called to testify against him, the right to present evidence on
9 his own behalf, the right to compulsory process to secure the attendance of such
10 witnesses, the right to testify on his own behalf, the right to receive written findings of
11 fact and conclusions of law supporting the decision on the merits of the complaint and
12 the right to obtain judicial review of the Board's decision. Should the Board accept this
13 Agreement, Dr. Stamper voluntarily waives these rights.

14 O. WHEREAS, this Agreement and Order contains a complete description of the
15 agreement between the parties and it supersedes any previous agreements between
16 the parties. All material representations, understandings and promises of the parties
17 are contained in this Agreement. Any modifications must be set forth in writing, signed
18 by all the parties, and approved by the Board.

19 III. TERMS OF THE AGREEMENT

20 A. Dr. Stamper acknowledges that if the failure to report allegations is true, then each
21 such act would be a violation of NRS chapter 633 for which discipline is permissible
22 under Nevada law. Dr. Stamper further acknowledges that if non-reporting occurred
23 such was not an intentional act on his part but was merely an administration error.
24 In exchange for the Board not pursuing an administrative action, and Dr. Stamper
25 not pursuing subsequent reviews by the appropriate appellate Courts, the parties
26 have agreed to resolve the current matter, and all issues related thereto.

27 **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO
28 HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT
BEEN FILED BY THE BOARD; NOR IS THIS SETTLEMENT AGREEMENT TO
BE CONSIDERED A DISCIPLINARY ACTION. THE PARTIES HAVE SIMPLY
AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-
REPORTING OCCURRENCES.**

29 ^{\$}500 B. Dr. Stamper agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
30 imposed for having violated NRS 633.527(1). This sum includes all fees and costs
31 incurred by the Board up to and including the approval of this agreement by the
32 Board at its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such
33 amount shall be payable as follows: The first payment of \$250.00 being due on the
34 15th day of _____, 2011, and the final payment of \$250.00 being due on
35 the 15th day of the following month, i.e., _____ 15, 2011.

Ad in full
OK #
20938

36 C. Should Dr. Stamper fail to satisfy and pay the indebtedness of \$500.00 in a timely
37 manner as discussed herein, Dr. Stamper understands and agrees that he will be
38 considered in default of this Agreement, and this agreement will be null and void,
with the Respondent receiving credit for payments made to date. The Board may
take whatever action it deems appropriate, including but not limited to reducing the
balance to judgment pursuant to NRS chapter 353C.

39 D. The Respondent, Dr. Stamper, agrees to bear his own fees and costs, including the
40 fees and expenses of his own attorney(s) if applicable.

41 E. This Agreement and Order shall inure to the benefit of and be binding upon each of

1 the parties hereto and their respective heirs, personal representatives, assigns and
2 successors in interest of each party.

3 F. This Agreement and Order shall be construed in accordance with Nevada's laws.

4 G. This agreement consists of five (5) pages and embodies the entire agreement
5 between the Board and the osteopathic physician. It may not be altered, amended
6 or modified without the express consent of the parties, and any subsequent
7 alteration or modification shall be in writing and subject to approval by the Board.

8 H. In consideration for the execution of this Agreement, Dr. Stamper hereby releases
9 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
10 and the Nevada Attorney General's Office (as Board counsel), and each of their
11 representatives, investigators, and employees, in their individual and representative
12 capacity (collectively the State of Nevada Agencies) from any and all manner of
13 actions, causes of actions, suits, debts, judgments, executions, claims, and
14 demands whatsoever known or unknown, in law and in equity, that he may have
15 had, now has, may have had, or claim to have against any and all of the persons
16 and entities named in this paragraph arising out of, or by reason of, the investigation
17 of the allegations raised in this matter, and other matters relating thereto.

18 I. Dr. Stamper, for himself, his heirs, executors, administrators, successors and
19 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
20 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
21 each of their members, agents and employees in their individual and representative
22 capacities against any and all claims, suits, demands, actions, debts, damages,
23 costs, charges, and expenses, including court costs and attorney's fees against any
24 persons or entities as well as all liability, losses, and damages of any nature
25 whatsoever that the persons and entities named in this paragraph shall have or may
26 at any time sustain or suffer by reason of this investigation or this settlement.

27 J. This document may be prepared in multiple counterparts. Each counterpart,
28 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
shall be deemed an original hereof if executed by each of the Parties hereto.

K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and
intentionally waive the 21-working days notice requirement pursuant to Nevada laws
and acknowledges that this Agreement shall be on the agenda for the Board's
approval in the month of _____, 2011 and the order of fulfillment on the
Board's agenda for approval in the month of _____, 2011.

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By: _____
Osteopathic Physician

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: Rota Rosaschi

Rota Rosaschi, M.P.A.
Investigating Board Member

Dated: 2/28/2011

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: _____
Dianna Hegedus, Executive Director -
Board Counsel

Dated: _____

1 the parties hereto and their respective heirs, personal representatives, assigns and
2 successors in interest of each party.

- 3 F. This Agreement and Order shall be construed in accordance with Nevada's laws.
4 G. This agreement consists of five (5) pages and embodies the entire agreement
5 between the Board and the osteopathic physician. It may not be altered, amended
6 or modified without the express consent of the parties, and any subsequent
7 alteration or modification shall be in writing and subject to approval by the Board.
8 H. In consideration for the execution of this Agreement, Dr. Stamper hereby releases
9 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
10 and the Nevada Attorney General's Office (as Board counsel), and each of their
11 representatives, investigators, and employees, in their individual and representative
12 capacity (collectively the State of Nevada Agencies) from any and all manner of
13 actions, causes of actions, suits, debts, judgments, executions, claims, and
14 demands whatsoever known or unknown, in law and in equity, that he may have
15 had, now has, may have had, or claim to have against any and all of the persons
16 and entities named in this paragraph arising out of, or by reason of, the investigation
17 of the allegations raised in this matter, and other matters relating thereto.
18 I. Dr. Stamper, for himself, his heirs, executors, administrators, successors and
19 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
20 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
21 each of their members, agents and employees in their individual and representative
22 capacities against any and all claims, suits, demands, actions, debts, damages,
23 costs, charges, and expenses, including court costs and attorney's fees against any
24 persons or entities as well as all liability, losses, and damages of any nature
25 whatsoever that the persons and entities named in this paragraph shall have or may
26 at any time sustain or suffer by reason of this investigation or this settlement.
27 J. This document may be prepared in multiple counterparts. Each counterpart,
28 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
shall be deemed an original hereof if executed by each of the Parties hereto.
K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and
intentionally waive the 21-working days notice requirement pursuant to Nevada laws
and acknowledges that this Agreement shall be on the agenda for the Board's
approval in the month of March, 2011 and the order of fulfillment on the
Board's agenda for approval in the month of April, 2011.

21 BLAKE STAMPER, D.O.

22 By: 

Osteopathic Physician

23 Dated: 2-14-11

24 NEVADA STATE BOARD OF
25 OSTEOPATHIC MEDICINE

26 BY: 

27 Rota Rosaschi, M.P.A.
Investigating Board Member

28 Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By: 

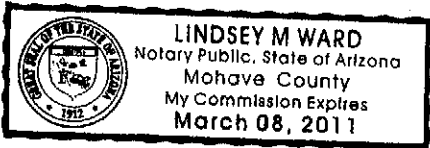
Dianna Hegeduis, Executive Director -
Board Counsel

Dated: 3-8-11

ACKNOWLEDGEMENT

On this the 14 day of February, 2011, the said BLAKE STAMPER, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

Lindsey M Ward



Notary Public

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Stamper fail to comply with any terms or conditions of this Agreement, Dr. Stamper will be in breach of this Agreement; and this Agreement will be null and void. The Board may take whatever action it deems appropriate, including but not limited to proceeding with the administrative action against Dr. Stamper. Should this Agreement become null and void by Dr. Stamper's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Stamper, but the Board may also seek the maximum fees, fines, and costs.

DATED this 8th day of March, 2011.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: *Daniel K. Curtis*
Dr. Daniel K. Curtis, President of the Board

Nevada State Board of Osteopathic Medicine
2860 E. Flamingo Rd., Suite D • Las Vegas, NV 89121-5270
(702) 732-2147

1 **NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN A MATTER INVOLVING
3 **BLAKE STAMPER, D.O.,**
4 License No. 790,
5 **RESPONDENT.**

) Case No.: MA10080 **NEVADA STATE BOARD OF**
) **OSTEOPATHIC MEDICINE**

MAR 09 2011

FILED

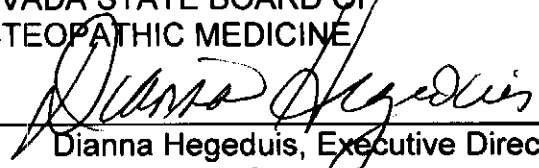
6 **WRITTEN NOTICE OF ENTRY OF ORDER**

7
8 PLEASE TAKE NOTICE that an order, approving the settlement agreement in this
9 matter, was entered by the Board; and a file-stamped copy of the same is attached hereto.

10 DATED THIS 9th day of March, 2011.

11 NEVADA STATE BOARD OF
12 OSTEOPATHIC MEDICINE

13 By



Dianna Hegeduis, Executive Director
Board Counsel
901 American Pacific Dr., # 180
Henderson, NV 89014

16 **CERTIFICATE OF MAILING**

17
18 I hereby certify that on the 9th day of March, 2011, I served a copy of the foregoing
19 notice, with attached Settlement Agreement/Order, upon the respective parties to this matter
20 by depositing a true copy thereof in the U.S. mail, addressed to them at their last known
address on file with the Board, postage thereon prepaid.

21 

22 An employee of the NEVADA STATE BOARD
23 OF OSTEOPATHIC MEDICINE