

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

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5
6 **In re Matters and**) **Case No. 14-12252-1**
7)
8 **Complaint Against**)
9 **VICTOR R. BRUCE, M.D.,**)
10 **Respondent.**)

FILED

DEC - 8 2014

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

11
12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the
14 Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board),
15 composed of Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF,
16 Member, and Michael J. Fischer, M.D., Member, in the above-captioned matter, by and through
17 Erin L. Albright, Esq., Board General Counsel and counsel for the IC, and
18 Victor R. Bruce, M.D. (Respondent), by and through John A. Hunt, Esq., counsel for Respondent,
19 as follows:

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21 **WHEREAS**, a Sealed Indictment was filed on December 11, 2013 (“Indictment”), in the
22 matter of United States of America v. Victor Bruce, MD, United States District Court, District of
23 Nevada, Case No. 2:13-cr-0041-APG-CWH. Respondent provided the Board with timely notice
24 of the Indictment;

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26 **WHEREAS**, on February 13, 2014, the Board’s IC at the time filed a Complaint in case
27 no. 14-12252-1 against Respondent (relative to matters unrelated to the Indictment) charging
28 Respondent with engaging in conduct that is grounds for discipline pursuant to the Nevada

1 Medical Practice Act (MPA), i.e., Nevada Revised Statutes (NRS) Chapter 630 and Nevada
2 Administrative Code (NAC) Chapter 630;

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4 **WHEREAS**, following extensions of time, on or about April 24, 2014, Respondent filed
5 an Answer to the Complaint in case no. 14-12252-1 denying the allegations contained therein;

6
7 **WHEREAS**, a *Judgment in a Criminal Case* was filed on October 23, 2014, in the matter
8 of United States of America v. Victor Bruce, MD, United States District Court, District of
9 Nevada, Case No. 2:13-cr-0041-APG-CWH, wherein it notes Respondent has plead guilty to
10 count (1) of the Indictment and adjudicated guilty of 21 USC §§ 846, 841(a)(1) and (b)(1)(C),
11 conspiracy to distribute oxycodone. The *Judgment in a Criminal Case* also, in part, sentences
12 Respondent to forty-six (46) months of imprisonment, requires Respondent to surrender for
13 service of sentence before 12 p.m. on January 16, 2015, and upon release from imprisonment, sets
14 forth supervised release for three (3) years, subject to certain conditions. Respondent provided the
15 Board with timely notice of the *Judgment in a Criminal Case*. It is important to note Respondent
16 has taken full responsible for issuing controlled substances on more than one occasion to patients
17 not of record and Respondent has cooperated with Federal authority in every manner during this
18 investigation. Respondent prior to this incident has no prior criminal background. Respondent
19 has no prior patient complaints or any prior Board actions.

20
21 **WHEREAS**, Respondent has received a copy of the Complaint in case no. 14-12252-1,
22 reviewed it, understands it, and has had ample opportunity to consult with his above-identified
23 counsel concerning the nature and significance of the Complaint in case no. 14-12252-1, and
24 Respondent is fully aware concerning his rights and defenses to the Complaint, as well as the
25 possible sanctions that may be imposed if the Board finds and concludes that he has violated one
26 or more provisions of the MPA;

1 **WHEREAS**, Respondent has received a copy of the Indictment and a copy of the
2 *Judgment in a Criminal Case*, reviewed it, understands it, and has had ample opportunity to
3 consult with his above-identified counsel concerning the nature and significance of the same with
4 regards to possible sanctions that may be imposed if the Board finds and concludes that he has
5 violated one or more provisions of the MPA as a result of the Indictment and/or *Judgment in a*
6 *Criminal Case*;

7
8 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by
9 and between himself and the Board's IC, and not with the Board, but that the IC will present this
10 Agreement to the Board for consideration in open session at a meeting duly noticed and
11 scheduled, and that the IC shall advocate approval of this Agreement by the Board, but that the
12 Board has the right to decide in its own discretion whether or not to approve this Agreement; and,

13
14 **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,
15 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated
16 below shall be binding and enforceable upon him.

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18 **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the
19 Board's IC in the Complaint in case no. 14-12252-1 and any and all matters relating to and any
20 and all matters that may be charged by the Board or the Board's IC by virtue of or in connection
21 with the above-referenced Indictment and/or the above-referenced *Judgment in a Criminal Case*,
22 Respondent and the IC hereby agree to the following terms, covenants and conditions:

23
24 **1. Jurisdiction.** Respondent is, and at all times mentioned in the
25 Complaint in case no. 14-12252-1 and at all times relevant with respect to the filing of the
26 Indictment and the filing of the *Judgment in a Criminal Case*, Respondent was a physician
27 licensed to practice medicine in the state of Nevada subject to the jurisdiction of the Board to hear
28 and adjudicate charges of violations of the MPA and to impose sanctions as provided by the MPA.

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2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.

Respondent is represented by above-identified legal counsel in this matter and has had ample opportunity to review this Agreement, the Complaint in case no. 14-12252-1, the Indictment, the *Judgment in a Criminal Case*, and the related factual basis with regards to the same with said legal counsel, John A. Hunt, Esq. Respondent covenants and agrees that he knowingly, willingly, and intelligently enters into this Agreement.

3. Waiver of Rights. In connection with this Agreement, and the terms, covenants,

and conditions contained herein, and the understanding that Respondent knowingly, willingly, and intelligently waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply to him in connection with the proceedings on the Complaint in case no. 14-12252-1, the Indictment, the *Judgment in a Criminal Case*, the defense of said Complaint in case no. 14-12252-1, and the adjudication of the charges in said Complaint in case no. 14-12252-1.

In connection with this Agreement, and the terms, covenants, and conditions contained herein, and the understanding that Respondent knowingly, willingly, and intelligently waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply to him in connection with the proceedings herein and/or any and all matters relating to and any and all matters that may be charged by the Board or the Board's IC by virtue of or in connection with the above-referenced Indictment and/or the above-referenced *Judgment in a Criminal Case*, the defense of the same in this administrative context.

4. Consent to Entry of Order. Respondent concedes only that the Board has

sufficient evidence to proceed with its formal Complaint in case no. 14-12252-1 against him, and that by virtue of the Indictment and/or the *Judgment in a Criminal Case*, the Board also has

1 sufficient evidence to bring additional allegations against Respondent, but does not concede or
2 admit to such allegations, which he expressly denies, and which, but for his desire to reach this
3 compromise, he would contest at a formal hearing of these matters (i.e., the Complaint in case no.
4 14-12252-1 as well as any and all matters that could be alleged by the Board with regards to the
5 Indictment and/or the *Judgment in a Criminal Case*). Accordingly, in order to resolve these
6 matters without incurring further costs and expense of providing a defense to a formal Complaint,
7 Respondent hereby agrees¹ that the Board may issue an order finding that Respondent engaged in
8 conduct that is grounds for discipline pursuant to the MPA, and agrees:

9 a. The Board may find that Respondent engaged in conduct that is grounds for
10 discipline pursuant to the MPA, to wit: conviction of a felony relating to the practice of medicine
11 or the ability to practice medicine, a violation of NRS 630.301(1), as set forth in *Judgment in a*
12 *Criminal Case* and as was alleged in the Indictment;

13 b. Respondent agrees upon adoption of this Agreement, to accept a stayed
14 revocation of his license to practice medicine in the State of Nevada until such time as
15 Respondent allows his license to practice medicine in the State of Nevada to be revoked, effective
16 December 31, 2014. If, during the term of Respondent's stayed revocation, the IC receives
17 substantial evidence that Respondent has materially breached any of the terms and conditions of
18 this Agreement, including but not limited to Respondent violating the prohibition of prescribing
19 any Schedule II, III, IV or V controlled substances, or should Respondent violate any of the terms
20 of his current release until he surrenders to the Federal Bureau of Prisons on January 16, 2015.
21 Respondent agrees the IC, without any further hearing or action by the Board, shall issue an Order
22 Revoking Respondent's license to practice medicine in the State of Nevada. Respondent waives
23 any right to seek judicial review (state or federal) to reinstate his revoked license pending his
24 release from incarceration.

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27 ¹ All admissions made by Respondent are solely for final disposition of this matter and any subsequent related
28 administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by
Respondent 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 court proceeding, or any other state or federal court
proceeding, or any credentialing or privileges matter.

1 c. Pursuant to NRS 630.352(4)(b) Respondent agrees the Board shall
2 administer a formal written public reprimand which will include language which is synonymous
3 with the terms of this Agreement.

4 d. Following his release from incarceration pursuant to the *Judgment in the*
5 *Criminal Case*, Respondent's may petition the Board to reinstate Respondents' license to
6 practice medicine in the State of Nevada pursuant to the following terms and conditions:

7 i. Pursuant to NRS 622.400, Respondent shall reimburse to the Board
8 the sum of \$ 932.91, the amount of the costs incurred by the Board to
9 investigate and prosecute this matter, along with the costs to conclude the
10 matter, if any. Respondent must pay the reimbursement costs prior to
11 Respondent petitioning the Board for reinstatement of Respondents' license
12 to practice medicine in the State of Nevada;

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14 ii. Respondent must submit proof that Respondent has complied with
15 required continuing education requirements while incarcerated;

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17 iii. Respondent must submit proof that Respondent has surrendered his
18 DEA registration and Nevada State Pharmacy license to prescribe any
19 Schedule II, III, IV or V controlled substances.

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21 iv. Respondent must submit proof that Respondent has attended and
22 completed a twenty-four (24) hour ethics course entitled "The PBI
23 Professional Boundaries Course". However, Respondent agrees attendance
24 and completion of the twenty-four (24) hour ethics course entitled "The PBI
25 Professional Boundaries Course" may not be used by Respondent to fulfill
26 the normal continuing education requirements regarding ethics.

1 e. Pursuant to NRS 630.353(4)(a) in addition to any additional terms the
2 Board deems appropriate in the event the Board reinstates Respondents' license to practice
3 medicine in the State of Nevada, Respondent shall be placed on probation for a period of three (3)
4 years. Respondent shall also comply with any terms and conditions of parole and probation
5 related to the case of United States of America v. Victor Bruce, MD, United States District
6 Court, District of Nevada, Case No. 2:13-cr-0041-APG-CWH. Within thirty (30) days of
7 Respondent release, Respondent shall provide a copy of this Agreement to the office of Federal
8 Parole and Probation. Respondent shall also execute any documents necessary authorizing the
9 office of Federal Parole and Probation to release any and all reports generated regarding
10 Respondent's compliance with the terms and conditions of Respondent's federal probation. Once
11 respondent is given written notice of his completion of his probation, Respondent shall submit the
12 written notice to the Investigative Committee. Upon receipt of the written notice of completion
13 of probation and Respondents' completion of the three (3) years of probation the IC shall, without
14 any further action of the Board, authorize an Order reinstating Respondent's license to the status
15 of good standing without restriction. If, during the term of Respondent's probation, the IC
16 receives substantial evidence that Respondent has materially breached the terms and conditions of
17 his probation, Respondent agrees the IC, without any further hearing or action by the Board, shall
18 issue an order suspending Respondent's license to practice medicine in the State of Nevada.
19 Thereafter, Respondent may request a hearing before the Board to reinstate his license which must
20 be heard within forty-five (45) days of the Order of Suspension. However, during the pendency of
21 the hearing before the Board, Respondent waives any right to seek judicial review (state or
22 federal) to reinstate his privilege to practice medicine in the State of Nevada pending a final Board
23 hearing.

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25 f. Pursuant to NRS 630.353(4)(a), Respondent agrees he shall submit to the
26 Board any and all documentation regarding any of the terms and conditions of parole and
27 probation related to the case of United States of America v. Victor Bruce, MD, United States
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1 District Court, District of Nevada, Case No. 2:13-cr-0041-APG-CWH upon Respondents' release
2 from incarceration.

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4 g. This Agreement fully and completely resolves all matters contained in the
5 Complaint in case no. 14-12252-1;

6 h. This Agreement fully and completely resolves all matters that have or may
7 be alleged by the Board or the Board's IC against Respondent with regards to the Indictment
8 and/or the *Judgment in a Criminal Case*; and

9 i. The terms of this Agreement shall be reported as required by law.

10
11 **5. Release From Liability.** In execution of this Agreement, the Respondent, for
12 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
13 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
14 employees in their representative capacities, and in their individual capacities, from any and all
15 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
16 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have
17 or claim to have, against any or all of the persons or entities named in this paragraph arising out of
18 or by reason of this investigation, this Agreement or its administration.

19
20 **6. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
21 recommend approval and adoption of the terms, covenants and conditions contained herein by the
22 Board in resolution of the matters referenced herein and above. In the course of seeking Board
23 approval, adoption and/or acceptance of this Agreement, counsel for the IC may communicate
24 directly with the Board staff and members of the panel of the Board who would adjudicate this
25 case if it were to go to hearing.

26 Respondent acknowledges that such contacts and communication may be made or
27 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
28 counsel until the public Board meeting where this Agreement is discussed, and that such contacts

1 and communications may include, but not be limited to, matters concerning this Agreement, the
2 Complaint in case no. 14-12252-1, the Indictment, the *Judgment in a Criminal Case*, and any and
3 all information of every nature whatsoever related to the same or the proceedings herein against
4 Respondent. The IC and its counsel agree that Respondent and/or his counsel may appear at the
5 Board meeting where this Agreement is discussed, and if requested, respond to any questions that
6 may be addressed to the IC or its counsel.

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8 **7. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
9 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
10 IC will cause to be entered herein the Board's Order accepting, adopting and approving this
11 Settlement Agreement, ordering full compliance with the terms herein and ordering that this case
12 involving the Complaint in case no. 14-12252-1, as well as any matter involving the Indictment,
13 and the *Judgment in a Criminal Case*, be closed.

14
15 **8. Effect of Rejection of Agreement by Board.** In the event the Board does not
16 approve, accept and adopt the terms covenants and conditions set out in this Agreement, this
17 Agreement shall be null, void, and of no further force and effect except as to the following
18 covenant and agreement regarding disqualification of adjudicating Board panel members.
19 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing
20 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek
21 acceptance and adoption of this Agreement by the Board shall disqualify any member of the
22 adjudicating panel of the Board from considering the charges against Respondent and
23 participating in the disciplinary proceeding in any role, including adjudication of the case.
24 Respondent further agrees that he shall not seek to disqualify any such member absent evidence of
25 bad faith.


1 **9. Binding Effect.** Providing this Agreement is approved by the Board, Respondent
2 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
3 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.
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5 **10. Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an
6 action is commenced in the district court to enforce any provision of this Agreement, the
7 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
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9 **11. Failure to Comply with Terms.** In the event the Board enters its order approving
10 this Agreement, should Respondent fail to comply with any term or condition recited herein, the
11 IC shall be authorized to immediately suspend Respondent's license to practice medicine in the
12 state of Nevada pending an order to show cause hearing, which will be duly noticed.
13 Further, failure to comply with the terms recited herein may result in additional disciplinary action
14 being initiated against Respondent for a violation of an order of the Board in accordance with
15 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies
16 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.
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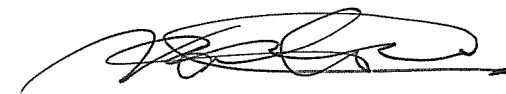
18 Dated this 1st day of December, 2014.

Dated this 20th day of November, 2014.

19
20 By: 
21 Erin L. Albright, Esq.
22 Attorney for the Investigative Committee

By: 
John A. Hunt, Esq.
Attorney for Respondent

23 UNDERSTOOD AND AGREED:

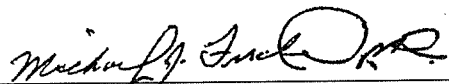
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25 Victor R. Bruce, M.D., Respondent

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of December 2014, with the final total amount of costs due of \$932.91.



Michael J. Fischer, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS