

AGENDA ITEM 7

(b) Victor Ronald Bruce, M.D.

John Hunt, Esq. appeared with Dr. Bruce as his legal counsel.

Dr. Prabhu asked Dr. Bruce whether he wanted his application to be considered in closed session, with the public being excluded, and he said that he did.

Mr. Duxbury moved that the Board go into closed session pursuant to NRS 241.030. Ms. Mastroluca seconded the motion, and it passed unanimously.

Upon returning to open session, Dr. Hardwick moved that the Board accept Dr. Bruce's proposed preceptorship plan and that Dr. Bruce will not be able to write controlled substances for a minimum of 24 months, or until his probationary period lapses, whichever is greater, and at that time, he will still not be able to write controlled substance prescriptions prior to approval of the Board. Mr. Duxbury seconded the motion, and it passed, with Dr. Muro opposed and all other Board members voting in favor of the motion.

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

3 * * * * *

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

Case No. 20-12252-1

5 **Against:**

6 **VICTOR RONALD BRUCE, M.D.,**

7 **Respondent.**

FILED

NOV 23 2020

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

8
9 **FIRST AMENDED COMPLAINT**

10 The Investigative Committee (IC)¹ of the Nevada State Board of Medical Examiners
11 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel and attorney for
12 the IC, having a reasonable basis to believe that Victor Ronald Bruce, M.D. (Respondent),
13 violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and the Nevada
14 Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act), hereby issues its
15 First Amended Complaint (Amended Complaint), stating the IC's charges and allegations as
16 follows:

17 1. Respondent is a medical doctor currently licensed in active-restricted status by the
18 Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
19 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
20 issued on September 7, 2018 (License No. 18273).

21 2. Bernard Kofi Addo-Quaye, M.D. (Addo-Quaye) was at all times relative to this
22 Amended Complaint a licensed medical doctor holding an active license to practice medicine in the
23 State of Nevada (License No. 9413). Addo-Quaye was originally licensed by the Board on
24 June 13, 2000.

25 3. On October 23, 2014, in the matter of United States of America v. Victor Bruce, MD,
26 United States District Court, District of Nevada, Case No. 2: 13-cr-0041-APG-CWH, the Court

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28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal Amended Complaint was authorized for filing, was composed of Board members Victor M. Muro, M.D., Chairman, Ms. April Mastroluca, and Weldon Havins, M.D., J.D.

1 entered its Judgment in a Criminal Case, adjudging Respondent guilty of violating 21 USC §§
2 846, 841(a)(1) and (b)(1)(C), conspiracy to distribute oxycodone, and sentencing him to forty-six
3 (46) months of imprisonment, among other sanctions.

4 4. On December 31, 2014, the Board revoked Respondent's former license to practice
5 medicine (License No. 8652) pursuant to a Settlement Agreement and Order entered by the Board
6 on December 8, 2014.

7 5. Following Respondent's release from incarceration, Respondent submitted to the
8 Board an application for licensure and preceptor plan. After an appearance by Respondent and
9 Addo-Quaye before the Board at a public meeting on September 7, 2018, and good case
10 appearing, the Board issued Respondent an "Active-Restricted" license to practice medicine for
11 the express purpose of permitting him to participate in a preceptorship with Addo-Quaye, whereby
12 Addo-Quaye was to supervise the medical activities of Respondent and report to the Board
13 regarding Respondent's competence to practice medicine. The Board ordered Respondent to
14 complete a one (1) year preceptorship with Addo-Quaye, and explicitly restricted Respondent
15 from prescribing controlled substances for a minimum of twenty-four (24) months or until his
16 probation period lapses, whichever is greater, and subject to prior approval of the Board.

17 6. Addo-Quaye held, at all times relative to this Amended Complaint, a controlled
18 substance registration, Certificate of Registration No. CS10103, issued by the Nevada State Board
19 of Pharmacy (Pharmacy Board).

20 7. Respondent, at all times relative to this Amended Complaint, did not hold a
21 controlled substance registration, or any other kind of license to prescribe controlled substances,
22 issued by the Pharmacy Board.

23 8. Addo-Quaye, at all times relative to this Amended Complaint, was the proprietor of
24 "Bernard Addo-Quaye, MD PC," dba "TruCare Medical Center" ("TruCare"). TruCare is located
25 at 2290 McDaniel Street, Suite 2A, North Las Vegas, Nevada 89030.

26 9. Respondent was engaged as a preceptee of Addo-Quaye at TruCare from
27 September 2018 to present.

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

1 VERIFICATION

2 STATE OF NEVADA)
3) : ss.
4 COUNTY OF WASHOE)

5 Mr. M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of
6 perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of
7 Medical Examiners that authorized the Complaint against the Respondent herein; that he has read
8 the foregoing Complaint; and that based upon information discovered in the course of the
9 investigation into a complaint against Respondent, he believes that the allegations and charges in
10 the foregoing Complaint against Respondent are true, accurate and correct.

11 DATED this 23 day of November, 2020.

12 INVESTIGATIVE COMMITTEE OF THE
13 NEVADA STATE BOARD OF MEDICAL EXAMINERS


14 By: M. Neil Duxbury
15 M. Neil Duxbury, Chairman
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am employed by the Nevada State Board of Medical Examiners and
3 that on the 23rd day of November, 2020, I served a file-stamped copy of the **FIRST AMENDED**
4 **COMPLAINT**, via electronic mail to the following:

5 John A. Hunt Esq. at jhunt@clarkhill.com
6 c/o Victor Ronald Bruce, M.D.
7 3800 Howard Hughes Pkwy., Ste. 500
8 Las Vegas, NV 89169

9 DATED this 23rd day of November, 2020.

10 
11 Mercedes Fuentes, Legal Assistant
12 Nevada State Board of Medical Examiners

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14 Nevada State Board of Medical Examiners
15 9600 Gateway Drive
16 Reno, Nevada 89521
17 (775) 688-2559
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**BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

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**In the Matter of Charges and Complaint
Against
VICTOR RONALD BRUCE, M.D.,
Respondent.**

Case No. 20-12252-1

FILED

DEC - 4 2020

**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 Aaron Bart Fricke, Esq., Senior Deputy General Counsel for the Board and attorney for the IC, and Victor Ronald Bruce, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, John Hunt, Esq., of the law firm of Clark Hill PLC, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in active-restricted 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). His license was originally issued on September 7, 2018 (License No. 18273).

2. On November 23, 2020, in Case No. 20-12252-1, the IC filed a formal First Amended Complaint (Complaint) charging Respondent with violating the Medical Practice Act.² Specifically, the Complaint alleges one (1) violation: one (1) violation of NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of the Nevada State Board of Pharmacy.

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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.

² Due to the filing of the Amended Complaint, the initial formal Complaint filed on August 13, 2020, is withdrawn and deemed to be of no force and effect.

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V.R.

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

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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 of the Complaint, one (1) violation of
13 NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of the Nevada State Board of
14 Pharmacy.

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

17 c. Respondent will pay the costs and expenses incurred in the investigation
18 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
19 adoption and approval of this Agreement, in the amount of two thousand eighty-four dollars and
20 eighteen cents (\$2,084.18).

21 d. Respondent shall undergo either an independent peer review examination or
22 a Physician Assessment and Clinical Education (PACE) examination to assess his current clinical
23 competency to practice medicine, with the examination to be completed within ninety (90) days of
24 the Board's acceptance, adoption and approval of this Agreement. The examination shall be
25 conducted pursuant to and in accord with NRS 630.318. The examination shall be conducted by a
26 provider approved by the Board in advance of the examination. The examiner shall, within sixty
27 (60) days of the completion of the examination, render an opinion and report to the Board
28 regarding whether Respondent is competent to practice medicine with an unrestricted license,

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1 noting any concerns or deficiencies and areas of necessary improvement. The examination and
2 report shall be performed at Respondent's sole expense.

3 e. Upon completion of the terms and conditions set forth in paragraph 5(b)-(d)
4 above, Respondent shall petition the Board for an unrestricted license, and appear at a public
5 meeting where the Board shall review the record presented and render a determination on that
6 petition in good faith.

7 f. Respondent shall remain prohibited from writing prescriptions for
8 controlled substances until further order of the Board.

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

11 h. Respondent shall receive a Public Letter of Reprimand.

12 i. All claims and allegations arising from Board Investigative Case No.
13 19-18983 shall be dismissed with prejudice.

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

26 7. **Procedure for Adoption of Agreement** The IC and counsel for the IC shall
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
28 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,

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1 and Respondent hereby waives notice of the same, whether under the United States Constitution,
2 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the
3 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC
4 may communicate directly with the Board staff and the adjudicating members of the Board.

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

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

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

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

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

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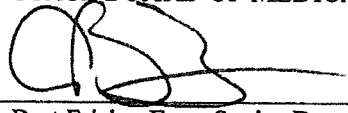
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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to any civil and administrative collection
3 efforts available.

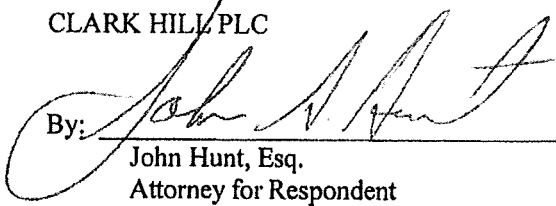
4 Dated this 23 day of November, 2020.

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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 19 day of Nov, 2020.

12 CLARK HILL PLC

13 By: 
14 John Hunt, Esq.
15 Attorney for Respondent

16
17 Dated this 19th day of November, 2020.

18 
19 Victor Ronald Bruce, M.D., Respondent

