

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

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and Complaint
Against
DEVENDRAKUMAR I. PATEL, M.D.,
Respondent.

Case Nos. 18-29352-1
18-29352-2
18-29352-3

FILED

SEP - 6 2019

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., Deputy General Counsel for the Board and attorney for the IC, and Devendrakumar I. Patel, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Brent Vogel, Esq., of the law firm of Lewis Brisbois Bisgaard & Smith LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed in inactive 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 July 23, 2004 (License No. 11068).

2. On February 1, 2018, in Case No. 18-29352-1, the IC filed a formal First Amended Complaint (Complaint One) charging Respondent with violating the Medical Practice Act. Specifically, Complaint One alleges one (1) violation of NRS 630.301(4), Malpractice (Count I). Also on February 1, 2018, in Case No. 18-29352-2, the IC filed a formal First Amended Complaint

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.

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1 (Complaint Two) charging Respondent with violating the Medical Practice Act. Specifically,
2 Complaint Two alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), one (1) violation
3 of NRS 630.301(7), Violating Patient's Trust for Financial Gain (Count II), and one (1) violation of
4 NRS 630.301(8), Failure to Offer Appropriate Procedures for Financial Benefit (Count III). On
5 December 11, 2018, in Case No. 18-29352-3, the IC filed a formal Complaint (Complaint Three)
6 charging Respondent with violating the Medical Practice Act. Specifically, Complaint Three alleges
7 one (1) violation of NRS 630.306(l)(c), Illegal Dispensing of Controlled Substances (Count I), one
8 (1) violation of NRS 630.306(l)(p), Unsafe or Unprofessional Conduct (Count II), and one (1)
9 violation of NRS 630.301(9), Disreputable Conduct (Count III). Complaints One, Two and Three are
10 hereinafter referred to collectively as the "Complaints."

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

13 4. Respondent was properly served with a copy of the Complaints, has reviewed and
14 understands the Complaints, and has had the opportunity to consult with competent counsel
15 concerning the nature and significance of the Complaints.

16 5. Respondent is hereby advised of his rights regarding these administrative matters, and
17 of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent has
18 certain rights in these administrative matters as set out by the United States Constitution, the Nevada
19 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
20 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in
21 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the
22 Complaints, the right to representation by counsel, at his own expense, in the preparation and
23 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
24 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
25 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

26 6. Respondent understands that, under the Board's charge to protect the public by
27 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
28 license, including license probation, license suspension, license revocation and imposition of

1 administrative fines, as well as any other reasonable requirement or limitation, if the Board
2 concludes that Respondent violated one or more provisions of the Medical Practice Act.

3 7. Respondent understands and agrees that this Agreement, by and between
4 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
5 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
6 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
7 Board has the right to decide in its own discretion whether or not to approve this Agreement.
8 Respondent further understands and agrees that if the Board approves this Agreement, then the
9 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

10 **B. Terms & Conditions**

11 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
12 with regard to the Complaints, Respondent and the IC hereby agree to the following terms and
13 conditions:

14 1. **Jurisdiction**. Respondent is, and at all times relevant to the Complaints has been,
15 a physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
16 forth in the Medical Practice Act.

17 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.
18 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
19 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
20 matter materially changes prior to entering into this Agreement and for the duration of this
21 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
22 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
23 have a full consultation with and upon the advice of legal counsel.

24 3. **Waiver of Rights**. In connection with this Agreement, and the associated terms
25 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
26 with these administrative matters. Respondent hereby knowingly, willingly and intelligently
27 waives all rights arising under the United States Constitution, the Nevada Constitution, the
28 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him

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1 or that may apply to him in connection with the administrative proceedings resulting from the
2 Complaints filed in this matter, including defense of the Complaints, adjudication of the
3 allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions
4 ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaints as
5 set out by this Agreement, without a hearing or any further proceedings and without the right to
6 judicial review.

7 4. Acknowledgement of Reasonable Basis to Proceed. As of the time of entering
8 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent
9 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
10 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
11 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have
12 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
13 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
14 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
15 Complaints, but for the purposes of resolving these matters and for no other purpose, Respondent
16 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
17 effectuate this Agreement.

18 5. Consent to Entry of Order. In order to resolve this Complaints pending against
19 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
20 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
21 the following terms and conditions are hereby agreed upon:

22 a. Respondent admits to Count I of Complaint Three, violation of NRS 630.306(l)(c),
23 Illegal Dispensing of Controlled Substances.

24 b. Respondent's license shall be immediately revoked. Pursuant to
25 NRS 622A.410(1), Respondent may not apply for reinstatement of his medical license for a period
26 of three (3) years from the date of the Board's acceptance of this Agreement as an Order of the
27 Board.

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1 c. Respondent will pay the costs and expenses incurred in the investigation and
2 prosecution of the above-referenced matters, which imposition of costs and expenses shall be
3 effective upon the Board's acceptance, adoption and approval of this Agreement, the current
4 amount being \$10,103.88, not including any costs that may be necessary to finalize this
5 Agreement. This Board order for the payment of costs shall be immediately stayed, until which
6 time as Respondent reapplies for licensure, at which time, Respondent is ordered to pay the
7 aforementioned costs and fees within sixty (60) days.

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

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

11 f. The remaining counts of the Complaints, and any other claims arising therefrom,
12 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 the Complaints. In the course of seeking Board acceptance, approval and adoption
28 of this Agreement, counsel for the IC may communicate directly with the Board staff and the

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 Complaints and any
6 and all information of every nature whatsoever related to these matters. The IC and its counsel
7 agree that Respondent and/or Counsel for the Respondent may appear at the Board meeting where
8 this Agreement is discussed and, if requested, respond to any questions that may be addressed to
9 the 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 cases shall be
13 closed and all remaining claims arising out of the Complaints 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 the Complaints 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 parties 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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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.

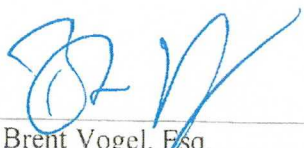
4 Dated this 10 day of JULY, 2019.

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

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

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13 Dated this 2 day of July, 2019.

14 Lewis Brisbois Bisgaard & Smith LLP

15 By: 
16 Brent Vogel, Esq.
17 Attorneys for Respondent

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19 Dated this _____ day of _____, 2019.

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22 _____
23 Devendrakumar I. Patel, M.D., Respondent
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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 ____ day of _____, 2019.

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

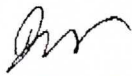
8 By: _____
9 Aaron Bart Fricke, Esq., Deputy General Counsel
10 Attorney for the Investigative Committee

11
12
13 Dated this ____ day of _____, 2019.

14 Lewis Brisbois Bisgaard & Smith LLP

15
16 By: _____
17 Brent Vogel, Esq.
18 Attorneys for Respondent

19 Dated this ____ day of _____, 2019.

20
21 
22 _____
23 Devendrakumar I. Patel, M.D., Respondent

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (Case Numbers 18-29352-1, 18-29352-2, 18-29352-3) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September 2019, with the final total amount of costs due of \$10,103.88.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS