

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

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**In the Matter of Charges and
Complaint Against
JOYCE PO KIN CHANG, M.D.,
Respondent.**

Case No. 19-33320-1

FILED

MAR - 5 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 Joyce Po Kin Chang, M.D. (Respondent), a licensed physician in Nevada, assisted by her attorney, L. Kristopher Rath, Esq., of the law firm of Hutchison & Steffen, 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 since February 28, 2008 (License No. 12643).

2. On January 9th, 2019, in Case No. 19-33320-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.306(1)(b)(3), Engaging in Conduct That Violated Pharmacy Board Regulations (Count I), one (1) violation of NRS 630.306(1)(c), Illegal Dispensing of

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.

1 Controlled Substances (Count II), one (1) violation of NRS 630.305(1)(d), Charging for Services Not
2 Rendered or Documented (Count III), and one (1) violation of NRS 630.3062(1)(a), Failure to
3 Maintain Complete Medical Records (Count IV).

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

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

9 5. Respondent is hereby advised of her rights regarding this administrative matter, and of
10 her opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
11 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
12 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
13 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in
14 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the
15 Complaint, the right to representation by counsel, at her own expense, in the preparation and
16 presentation of her defense, the right to confront and cross-examine the witnesses and evidence against
17 her, the right to written findings of fact, conclusions of law and order reflecting the final decision of
18 the Board, and the right to judicial review of the Board's order, if the decision is adverse to her.

19 6. 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 7. 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 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon her and the Board.

3 **B. Terms & Conditions**

4 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
5 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
6 conditions:

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

10 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
11 Respondent acknowledges she is represented by counsel, and wishes to resolve the matters
12 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
13 matter materially changes prior to entering into this Agreement and for the duration of this
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
15 agrees that she knowingly, willingly and intelligently enters into this Agreement after deciding to
16 have a full consultation with and upon the advice of legal counsel.

17 **3. Waiver of Rights.** In connection with this Agreement, and the associated terms
18 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
19 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
20 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
21 Practice Act, the OML, the APA, and any other legal rights that may be available to her or that
22 may apply to her in connection with the administrative proceedings resulting from the Complaint
23 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
24 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
25 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
26 Agreement, without a hearing or any further proceedings and without the right to judicial review.

27 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
28 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is

1 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
2 is not admitting that the IC's claims/counts as alleged in the Complaint have merit and
3 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
4 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, she has
5 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
6 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
7 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
8 effectuate this Agreement.

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

13 a. Respondent admits to Count I, Engaging in Conduct That Violated Pharmacy Board
14 Regulations, and Count IV, Failure to Maintain Complete Medical Records.

15 b. Respondent will pay the costs and expenses incurred in the investigation and
16 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, the current amount being \$1,322.91, not including any
18 costs that may be necessary to finalize this Agreement.

19 c. Respondent shall take twenty (20) hours of continuing medical education (CME)
20 related to best practices in the prescribing of controlled substances before or within six (6) months
21 from the date of the Board's acceptance, adoption and approval of this Agreement. The
22 aforementioned hours of CME shall be in addition to the CME requirements that are regularly
23 imposed upon Respondent as a condition of licensure in the State of Nevada pursuant to
24 NAC 630.153(1), and shall be approved by the Board prior to their completion.

25 d. Respondent shall pay a fine of \$2,500 per count admitted to hereby, consisting of
26 two counts, for a total of \$5,000, within sixty (60) days of the Board's acceptance, adoption and
27 approval of this Agreement.

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1 e. Respondent shall successfully complete all requirements and comply with all terms,
2 conditions and orders of the Nevada State Board of Pharmacy, specifically including, but not
3 limited to, the Pharmacy Board's Order in Case No. 18-029-CS-S, and the Stipulation and Order
4 with the Pharmacy Board, which became a final Decision and Order of the Pharmacy Board on
5 October 10, 2018.

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

8 g. Respondent shall receive a Public Letter of Reprimand.

9 h. All the other counts of the Complaint and any other claims and allegations arising
10 from Board Investigation No. 17-17388 shall be dismissed with prejudice.

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

23 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
24 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
25 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
26 this Agreement, counsel for the IC may communicate directly with the Board staff and the
27 adjudicating members of the Board. Respondent acknowledges that such contacts and
28 communications may be made or conducted ex parte, without notice or opportunity to be heard on

1 her part until the public Board meeting where this Agreement is discussed, and that such contacts
2 and communications may include, but may not be limited to, matters concerning this Agreement,
3 the Complaint and any and all information of every nature whatsoever related to this matter. The
4 IC and its counsel agree that Respondent and/or Counsel for the Respondent 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 the IC's counsel.

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

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

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

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


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

1 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
2 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
3 the Board, the IC shall be authorized to immediately suspend Respondent’s license to practice
4 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
5 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
6 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
7 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
8 Further, Respondent’s failure to remit payment to the Board for monies agreed to be paid as a
9 condition of this Agreement may subject Respondent to civil collection efforts.

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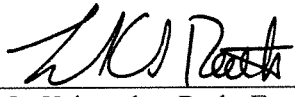
1 Dated this 11 day of January, 2019.

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3 INVESTIGATIVE COMMITTEE OF THE
4 NEVADA STATE BOARD OF MEDICAL EXAMINERS

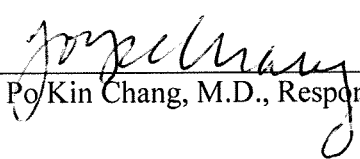
5 By: 
6 Aaron Bart Fricke, Esq., Deputy General Counsel
7 Attorney for the Investigative Committee
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9 Dated this 8th day of January, 2019.

10 Hutchison & Steffen

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13 By: 
14 L. Kristopher Rath, Esq.
15 Attorneys for Respondent

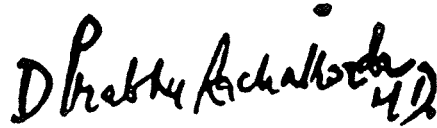
16 Dated this 8th day of January, 2019.

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21 Joyce Po Kin Chang, M.D., Respondent
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OFFICE OF THE GENERAL COUNSEL
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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 1st day of March, 2019, with the final total amount of costs due of \$1,322.91.



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