

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

3 * * * * *

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

Case No. 22-30509-1

6 **Against:**

FILED

7 **JEFF CHEN, M.D.,**

JUN 10 2022

8 **Respondent.**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *Wall*

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through BRANDEE MOONEYHAN, J.D., Deputy General Counsel for the Board
13 and attorney for the IC, and JEFF CHEN, M.D., (Respondent), a licensed physician in Nevada,
14 assisted by his attorney, EDWARD J. LEMONS, ESQ., of the law firm of Lemons Grundy &
15 Eisenberg, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board
18 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) to practice medicine in Nevada.
20 His license was originally issued on April 27, 2009 (License No. 13095).

21 2. On February 1, 2022, in Case No. 22-30509-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges one (1) violation of NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of
24 the Nevada State Board of Pharmacy (Count I); and one (1) violation of NRS 630.304(1),

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26 _____
27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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 Misrepresentation in Obtaining or Renewing License (Count II) By reason of the foregoing,
2 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

6 4. Respondent is hereby advised of his rights regarding this administrative matter, and
7 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
8 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
9 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
10 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is
11 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on
12 the allegations in the Complaint, the right to representation by counsel, at his own expense, in the
13 preparation and presentation of his defense, the right to confront and cross-examine the witnesses
14 and evidence against him, the right to written findings of fact, conclusions of law and order
15 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if
16 the decision is adverse to him.

17 5. Respondent understands that, under the Board's charge to protect the public by
18 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
19 license, including license probation, license suspension, license revocation and imposition of
20 administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes
21 that Respondent violated one or more provisions of the Medical Practice Act.

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

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 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
20 may apply to him in connection with the administrative proceedings resulting from the Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 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

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

8 5. **Consent to Entry of Order.** In order to resolve this 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 that he unintentionally provided an inaccurate statement
13 in his 2021 application to renew his medical license, and acknowledges that sufficient evidence
14 may be presented at a hearing such that the Board could conclude that in so doing, Respondent
15 violated NRS 630.304(1); accordingly, as part of this Agreement, Respondent agrees to the Board
16 entering a finding that he violated Count II.

17 b. 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 four hundred sixty-six dollars and six
20 cents (\$466.06).

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

23 d. The Respondent shall complete two (2) hours of continuing medical
24 education (CME) related to ethics or professionalism within six (6) months of the Board's
25 acceptance, adoption and approval of this Agreement. These two (2) hours of CME shall be in
26 addition to the CME requirements regularly imposed upon Respondent as a condition of licensure
27 in the State of Nevada pursuant to NAC 630.153(1), and shall be approved by the Board prior to
28 their completion.

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

3 f. Respondent shall receive a Public Letter of Reprimand.

4 g. The remaining counts of the Complaint (Count I), and any other claims
5 arising from the Board's corresponding investigative case file(s), shall be dismissed with
6 prejudice.

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

19 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
20 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
21 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
22 this Agreement, counsel for the IC may communicate directly with the Board staff and the
23 adjudicating members of the Board.

24 Respondent acknowledges that such contacts and communications may be made or
25 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
26 meeting where this Agreement is discussed, and that such contacts and communications may
27 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
28 all information of every nature whatsoever related to this matter. The IC and its counsel agree that

1 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
2 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
3 IC or the IC's counsel.

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

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

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

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

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

26 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
27 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
28 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice

1 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
2 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
3 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
4 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
5 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
6 condition of this Agreement may subject Respondent to civil collection efforts.

7 DATED this 26th day of April February, 2022.

DATED this 25th day of April February, 2022.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

LEMONS GRUNDY & EISENBERG

11 By: Brandee Mooneyhan
12 BRANDEE MOONEYHAN, J.D.
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Attorney for Respondent

17 DATED this _____ day of February, 2022.

18
19 By: [Signature] M.D.
20 JEFF CHEN, M.D.,
21 Nevada License No. 13095
22 *Respondent*

OFFICE OF THE GENERAL COUNSEL
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-30509-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 10th day of June, 2022.

DATED this 10th day of June, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:


VICTOR M. MURO, M.D.
Board President