

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

3 * * * * *

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

Case Nos. 23-28073-1 & 23-28073-2

6 **Against:**

FILED

7 **ORLANDIS LAMAR WELLS, M.D.,**

JUN 07 2024

8 **Respondent.**

9 NEVADA STATE BOARD OF
MEDICAL EXAMINERS

10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and
13 attorney for the IC, and Orlandis Lamar Wells, M.D. (Respondent), a licensed physician in
14 Nevada, assisted by his attorney, Maria Nutile, Esq., of the law firm of Nutile Law, hereby enter
15 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
20 Nevada. His license was originally issued on July 7, 2003 (License No. 10558).

21 2. On November 16, 2023, in Case No. 23-28073-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges nine (9) violations of NRS 630.301(4), Malpractice (Counts I-IX); seven (7)
24 violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records (Counts X-XVII);
25 eight (8) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice, (Counts XVIII-

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 XXVI); eight (8) violations of NRS 630.306(1)(g) Continual Failure to exercise Skill or Diligence
2 (Counts XXVII-XXXV).

3 3. On November 16, 2023, in Case No. 23-28073-2, the IC filed a formal Complaint
4 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
5 Complaint alleges four (4) violations of NRS 630.301(4), Malpractice (Counts I, V, IX, XIII); four
6 (4) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records (Counts II, VI,
7 X, XIV); four (4) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice, (Counts
8 III, VII, XI, XV); four (4) violations of NRS 630.306(1)(c) Unlawful Prescribing of Controlled
9 Substance or Dangerous Drug (Counts IV, VIII, XII, XVI). By reason of the foregoing,
10 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

14 5. Respondent is hereby advised of his rights regarding the administrative matters,
15 and of his opportunity to defend against the allegations in the Complaints. Specifically,
16 Respondent has certain rights in the administrative matters as set out by the United States
17 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law
18 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act
19 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a
20 formal hearing on the allegations in the Complaints, the right to representation by counsel, at his
21 own expense, in the preparation and presentation of his defense, the right to confront and cross-
22 examine the witnesses and evidence against him, the right to written findings of fact, conclusions
23 of law and orders reflecting the final decisions of the Board, and the right to judicial review of the
24 Board's orders, if the decisions are adverse to him.

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

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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 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
27 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
28 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that

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

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

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

21 a. In Case No. 23-28073-1, Respondent admits to Counts I – IV, four (4)
22 violations of NRS 630.301(4); Counts X - XIII, four (4) violations of NRS 630.3062(1)(a); Counts
23 XVIII – XXI, four (4) violations of NRS 630.306(1)(b)(2); and Counts XXVII – XXX, four (4)
24 violations of NRS 630.306(1)(g).

25 b. In Case No. 23-28073-2, Respondent admits to Counts I, V, IX, and XIII,
26 four (4) violations of NRS 630.301(4); and Counts IV, VIII, XII, and XVI, four (4) violations of
27 NRS 630.306(1)(c).

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1 c. Respondent's license to practice medicine in the State of Nevada shall be
2 revoked. The revocation is immediately stayed, and his license placed on probationary status for
3 twenty-four (24) months, from the Board's acceptance, adoption and approval of this Agreement
4 (Probationary Period). If the stay of revocation is lifted and Respondent's license is revoked
5 pursuant to this Agreement, Respondent, pursuant to NRS 622A.410, may not apply for a new
6 license for a period of one (1) year. For the first twelve (12) months of the Probationary Period,
7 Respondent shall not petition the Board for early release from probation or its conditions.

8 d. During the Probationary Period, Respondent may not supervise any
9 physician assistants or collaborate with any advanced practice registered nurses. Within fourteen
10 (14) days from the Board's acceptance and adoption of this Agreement, Respondent shall
11 terminate any current supervising agreements with physician assistants and any current
12 collaboration agreements with advanced practice registered nurses.

13 e. After the first year of the Probationary Period, Respondent may petition the
14 Board for early release from probation if he has complied with all of the terms of this Agreement
15 but only after providing proof to the Board that he has successfully completed twenty-two (22)
16 hours of Continuing Medical Education (CME) related to the subject of best practices in
17 prescribing controlled substances and the PROBE program.

18 f. During the Probationary Period, Respondent agrees to not reapply for a
19 license to prescribe controlled substances from the Nevada State Board of Pharmacy for at least
20 one year from the date of the Board's acceptance, adoption and approval of this Agreement, and
21 not until he successfully completes 22 hours Continued Medical Education related to the subject
22 of best practices in prescribing controlled substances.

23 g. Respondent will pay the costs and expenses incurred in the investigation
24 and prosecution of the above-referenced matter in the amount of ten thousand three hundred forty-
25 seven dollars and sixty-five cents (\$10,347.65) on or before August 7, 2024, contingent upon the
26 Board's acceptance, adoption and approval of this Agreement.

27 h. Respondent shall pay a fine of twenty-five thousand dollars (\$25,000.00) in
28 twenty-four (24) equal monthly payments of one thousand forty-one dollars and sixty-seven cents

1 (\$1,041.67) beginning on September 7, 2024. The payment plan is based on the Board's
2 acceptance, adoption and approval of this Agreement.

3 i. The Respondent shall perform twenty-two (22) hours of Continuing
4 Medical Education (CME) related to the subject of best practices in prescribing controlled
5 substances before he applies for a license to prescribe controlled substances from the Nevada State
6 Board of Pharmacy, and these CME hours shall be in addition to the required CMEs for licensure.

7 j. The Respondent shall enroll in and complete PROBE: Ethics and
8 Boundaries Program within his 24-month Probationary Period.

9 k. 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 l. Respondent shall receive a Public Letter of Reprimand.

12 m. The remaining counts of the Complaints, any other claims arising from the
13 Board's corresponding investigative case files, as well as Investigative Case Nos. 17-17194 and
14 18-17704 shall be dismissed with prejudice.

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

27 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
28 recommend approval and adoption of the terms and conditions of this Agreement by the Board in

1 resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption
2 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
3 adjudicating members of the Board.

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

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

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

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

27 11. **Forum Selection Clause.** The parties agree that in the event either party is
28 required to seek enforcement of this Agreement in district court, the party's consent to such

1 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
2 State of Nevada, Washoe County.

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

6 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
7 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
8 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
9 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
10 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
11 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
12 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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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 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 civil collection efforts.

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4 DATED this 15th day of May, 2024. DATED this 10th day of May, 2024.

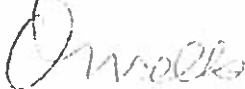
5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL
7 EXAMINERS

NUTILE LAW

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22 bridget@nutilelaw.com
23 *Attorneys for Respondent*

24 DATED this 9th day of May, 2024.

25 By: 
26 ORLANDIS LAMAR WELLS, M.D.,
27 Nevada License No. 10558
28 *Respondent*

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case Nos. 23-28073-1 and 23-28073-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2024.

DATED this 7th day of June, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
NICK M. SPIRTOS, M.D., F.A.C.O.G.
Board President