



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

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

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

20           6.       Respondent understands and agrees that this Agreement, by and between  
21 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
22 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
23 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
24 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
25 Respondent further understands and agrees that if the Board approves this Agreement, then the  
26 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 Complaints, 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 Complaints has been,  
6 a 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 not represented by counsel and wishes to resolve the matters  
10 addressed herein without 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 decline a full consultation with 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 Complaints  
21 filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in  
22 the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board.  
23 Respondent agrees to settle and resolve the allegations of the Complaints 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 Complaints 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 Complaints 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 Complaints, 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.  
11 Accordingly, the following terms and conditions are hereby agreed upon:

12                   a.       Respondent does not admit to Counts I–VI, as alleged in the Complaint, but  
13 Respondent acknowledges that sufficient evidence may be presented at hearing such that the  
14 Board could conclude that Counts I–VI were proven, and he agrees to the Board entering a finding  
15 that he engaged in three (3) violations of NRS 630.301(4), Malpractice, and three (3) violations of  
16 NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records, as alleged in Counts I–VI in  
17 the Complaint.

18                   b.       Respondent asserts that it is his intention to retire from the practice of  
19 medicine, and he hereby agrees to surrender his license to practice medicine in the State of  
20 Nevada, License No. 4126, pursuant to NAC 630.240. Respondent further agrees not to reapply  
21 for licensure with the Board until two (2) years after the date of the Board's acceptance, adoption  
22 and approval of this Agreement;

23                   c.       Respondent agrees to pay the costs and expenses incurred in the  
24 investigation and prosecution of this matter in the amount of fifteen thousand eight hundred  
25 thirteen dollars and fifteen cents (\$15, 813.15), which amount shall be stayed and will become  
26 immediately due and payable upon Respondent's reapplication for licensure in the State of  
27 Nevada.

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1           d.       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           e.       Respondent shall receive a Public Letter of Reprimand.

4           f.       Any other claims and allegations arising from Board's corresponding  
5 investigative case files 20-19324, 20-19417 and 20-19593, shall also be dismissed with prejudice.

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

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

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

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by  
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

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

6  
7 DATED this 18th February day of \_\_\_\_\_, 2025.

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

11 By: Sarah A. Bradley

12 SARAH A. BRADLEY, J.D., MBA  
13 Deputy Executive Director  
14 9600 Gateway Drive  
15 Reno, NV 89521  
16 Tel: (775) 688-2559  
17 Email: [bradleys@medboard.nv.gov](mailto:bradleys@medboard.nv.gov)  
18 *Attorney for the Investigative Committee*

19 **AGREED TO AND UNDERSTOOD.**

20 DATED this 12 day of FEB, 2025.

21 By: Frank Joseph DeLee  
22 FRANK JOSEPH DELEE, M.D.  
23 *License No. 4126*

24 State of Nevada, County of Clark  
25 SUBSCRIBED and SWORN to before me by  
26 Frank Joseph DeLee, M.D. this 12 day of  
27 February, 2025.

28 Betsabe Parker  
NOTARY PUBLIC

