

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

3 * * * * *

4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **DEVENDRAKUMAR I. PATEL, M.D.,**
8 **Respondent.**

Case No. 18-29352-1

FILED

FEB - 1 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

9
10 **FIRST AMENDED COMPLAINT**

11 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board), by
12 and through Aaron Bart Fricke, Esq., Deputy General Counsel and attorney for the IC, having a
13 reasonable basis to believe that Devendrakumar I. Patel, M.D. (Respondent) violated the provisions of
14 Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630
15 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's charges and
16 allegations as follows:

17 1. Respondent is a physician licensed to practice medicine in the State of Nevada (License
18 No. 11068). He was originally licensed by the Board on July 23, 2004.

19 2. Patient A was a 58-year-old male when he presented to Respondent for medical care on
20 October 2, 2012. Patient A's true identity is not disclosed herein to protect his privacy, but is disclosed in
21 the Patient Designation served upon Respondent along with a copy of this Complaint.

22 3. On October 2, 2012, Patient A presented to Respondent with signs and symptoms of an
23 ST² elevation myocardial infarction (STEMI) of the inferior wall. Despite ample medical evidence
24 available to him, Respondent failed to properly assess and diagnose the STEMI on October 2, 2012.

25 4. Based on the medical evidence available to him, specifically, ongoing clinical and ECG
26 changes consistent with ischemia, Respondent failed to order urgent cardiac revascularization at a facility

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28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time the filing of the Complaint was approved, was composed of Theodore B. Berndt, M.D., Wayne Hardwick, M.D., and Mr. M. Neil Duxbury.

² In electrocardiography, the "ST" segment connects the QRS complex and the T wave and has a duration of 0.005 to 0.150 sec (5 to 150 ms). ST elevation may indicate transmural myocardial infarction.

1 capable of rapid revascularization, including Percutaneous Coronary Intervention (PCI) or Coronary
2 Artery Bypass Grafting (CABG), for Patient A on October 2, 2012.

3 **COUNT I**

4 **NRS 630.301(4) (Malpractice)**

5 5. All of the allegations in the above paragraphs are hereby incorporated as if fully set forth
6 herein.

7 6. Malpractice is grounds for disciplinary action against a licensee pursuant to NRS
8 630.301(4).

9 7. NAC 630.040 defines malpractice as the failure to use the reasonable care, skill, or
10 knowledge ordinarily used under similar circumstances when treating a patient.

11 8. As demonstrated by, but not limited to, the above-outlined facts, Respondent committed
12 malpractice with respect to his treatment of Patient A.

13 9. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in
14 NRS 630.352.

15 **WHEREFORE**, the Investigative Committee prays:

16 1. That the Board give Respondent notice of the charges herein against him and give him
17 notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty
18 (20) days of service of the Complaint;

19 2. That the Board set a time and place for a formal hearing after holding an
20 Early Case Conference pursuant to NRS 630.339(3);

21 3. That the Board determine the sanctions it will impose if it finds Respondent violated the
22 Medical Practice Act;

23 4. That the Board make, issue and serve upon the Respondent, in writing, its findings of fact,
24 conclusions of law and order, which shall include the sanctions imposed; and

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VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

Wayne Hardwick, M.D., hereby deposes and states under penalty of perjury under the laws of the State of Nevada that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the foregoing First Amended Complaint against the Respondent herein; that he has read the foregoing First Amended Complaint; and based upon information discovered during the course of the investigation into a complaint against Respondent, he believes the allegations and charges in the foregoing First Amended Complaint against Respondent are true, accurate and correct.

DATED this 1st day of February, 2018.



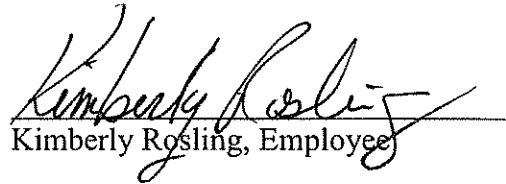
Wayne Hardwick, M.D.
Chairman, Investigative Committee
Nevada State Board of Medical Examiners

CERTIFICATE OF SERVICE

1
2 I hereby certify that I am employed by the Nevada State Board of Medical Examiners and
3 that on the 1st day of February, 2018, I served a file-stamped copy of the FIRST AMENDED
4 COMPLAINT and PATIENT DESIGNATION, via USPS e-certified return receipt mail (9171
5 9690 0935 0096 2374 00) to the following:

6
7 Devendrakumar I. Patel, M.D.
8 NORTHERN NEVADA CARDIOLOGY PC
9 674 North Cedar Street
10 Elko, NV 89801

11 DATED this 1st day of February, 2018.

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14 Kimberly Rosling, Employee
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OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

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

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4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **DEVENDRAKUMAR I. PATEL, M.D.,**
8 **Respondent.**

Case No. 18-29352-2

FILED

FEB - 1 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **FIRST AMENDED COMPLAINT**

11 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel and attorney for the IC,
13 having a reasonable basis to believe that Devendrakumar I. Patel, M.D. (Respondent) violated the
14 provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code
15 (NAC) Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating
16 the IC's charges and allegations as follows:

17 1. Respondent is a physician licensed to practice medicine in the State of Nevada
18 (License No. 11068). He was originally licensed by the Board on July 23, 2004.

19 **A. Enhanced External Counterpulsation (EECP) for the Treatment of Angina**

20 2. EECP is a noninvasive therapy developed for the treatment of end-stage angina
21 pectoris that is refractory to conventional therapy (i.e., surgery, angioplasty) for acute myocardial
22 infarction and cardiogenic shock. EECP involves the sequential compression (inflation/deflation)
23 of cuffs wrapped around the patient's calves, thighs, and buttocks. By timing the
24 inflation/deflation sequence to the patient's cardiac cycle, the intention of EECP is to increase
25 diastolic aortic pressure, thereby increasing coronary perfusion pressure possibly by enhancing the
26 development of coronary collateral circulation and reducing the workload of the heart. Treatment

27 _____
28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time the filing of the
Complaint was approved, was composed of Theodore B. Berndt, M.D., Wayne Hardwick, M.D., and Mr. M. Neil
Duxbury.

1 usually consists of one-hour sessions, five days a week, for seven weeks. EECF has been
2 approved by the U.S. Food and Drug Administration (FDA) for management of refractory angina.

3 3. End-stage angina pectoris is defined as “disabling angina” (class III or class IV),
4 and is indicted for those who, in the opinion of a cardiologist or a cardiovascular surgeon, are not
5 readily amenable to surgical intervention.

6 4. Angina is the sensation of chest pain or pressure often with radiation to the left arm
7 or jaw that comes on with exertion or stress and is relieved with rest or medication. It can feel like
8 smothering shortness of breath or severe indigestion. It is caused when the heart muscle outworks
9 its blood supply.

10 5. Chronic stable angina is the occurrence of angina with predictable levels of
11 exertion, usually lasting less than five minutes. It is reproducible and usually is predictable.

12 **B. Respondent’s Treatment of Patient A**

13 6. Patient A was a 71-year-old female when she presented to Respondent for medical
14 care in November 2013. Patient A’s true identity is not disclosed herein to protect her privacy, but
15 is disclosed in the Patient Designation served upon Respondent along with a copy of this
16 Complaint.

17 7. On November 8, 2013, Patient A presented to Respondent with progressively
18 increasing malaise, fatigue, and shortness of breath at less than normal exertion. Patient A had a
19 history of coronary artery disease, diabetes, hypertension, hyperlipidemia, rheumatoid arthritis,
20 chronic pain, osteoarthritis, hypothyroidism, and prior deep venous thrombosis, and lived a
21 sedentary lifestyle. A stress test was conducted on November 13, 2013, which was abnormal. A
22 left heart catheterization, selective coronary artery angiography, and left ventriculogram were
23 performed at Northeastern Nevada Regional Hospital on November 10, 2013, which revealed
24 substantial coronary artery disease. Accordingly, coronary artery bypass surgery (CABG) was
25 performed in Salt Lake City, Utah, on December 18, 2013.

26 8. On July 18, 2014, Patient A presented to Respondent again for progressively
27 increasing shortness of breath and fatigue at less than usual exertion over the past 5-6 years, and
28 recent back pain and low blood pressure. Respondent recommended EECF therapy, and Patient A

1 underwent EECF therapy at Respondent's medical practice during August and September 2014.
2 Respondent billed Patient A \$600 for each session, for at least seventeen sessions, for a total of
3 \$10,200.

4 9. Based on the medical evidence available to him, specifically, without an
5 assessment for and diagnosis of angina or angina class (such as how far Patient A could walk
6 before symptoms occur, or other physical assessments), without evidence of how Patient A had
7 responded to standard therapies or treatments, such as CABG, and without assessment or changes
8 in symptoms following CABG, the use of and recommendation of EECF was not indicated.

9 10. On information and belief, Respondent's conduct in recommending and performing
10 EECF on Patient A was intentional, and made for his own financial benefit and pecuniary gain.

11 **COUNT I**

12 **NRS 630.301(4) (Malpractice)**

13 11. All of the allegations in the above paragraphs are hereby incorporated as if fully set
14 forth herein.

15 12. Malpractice is grounds for disciplinary action against a licensee pursuant to
16 NRS 630.301(4).

17 13. NAC 630.040 defines malpractice as the failure to use the reasonable care, skill, or
18 knowledge ordinarily used under similar circumstances when treating a patient.

19 14. As demonstrated by, but not limited to, the above-outlined facts, Respondent
20 committed malpractice with respect to his treatment of Patient A by failing to use reasonable care,
21 skill or knowledge in recommending and performing EECF on Patient A.

22 15. By reason of the foregoing, Respondent is subject to discipline by the Board as
23 provided in NRS 630.352.

24 **COUNT II**

25 **NRS 630.301(7) (Violating Patient's Trust for Financial Gain)**

26 16. All of the allegations in the above paragraphs are hereby incorporated as if fully set
27 forth herein.

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3. That the Board determine the sanctions it will impose if it finds Respondent violated the Medical Practice Act;

4. That the Board make, issue and serve upon the Respondent, in writing, its findings of fact, conclusions of law and order, which shall include the sanctions imposed; and

5. That the Board take such other and further action as may be just and proper in these premises.

DATED this 1 day of February, 2018.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

Robert Kilroy, Esq., General Counsel
Aaron Bart Fricke, Esq., Deputy General Counsel
Donald K. White, Esq., Deputy General Counsel
Attorneys for the Investigative Committee


VERIFICATION

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STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

Wayne Hardwick, M.D., hereby deposes and states under penalty of perjury under the laws of the State of Nevada that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the foregoing First Amended Complaint against the Respondent herein; that he has read the foregoing First Amended Complaint; and based upon information discovered during the course of the investigation into a complaint against Respondent, he believes the allegations and charges in the foregoing First Amended Complaint against Respondent are true, accurate and correct.

DATED this 1st day of February, 2018.



Wayne Hardwick, M.D.
Chairman, Investigative Committee
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559


CERTIFICATE OF SERVICE

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I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 1st day of February, 2018, I served a file-stamped copy of the FIRST AMENDED COMPLAINT and PATIENT DESIGNATION, via USPS e-certified return receipt mail (9171 9690 0935 0096 2374 00) to the following:

Devendrakumar I. Patel, M.D.
NORTHERN NEVADA CARDIOLOGY PC
674 North Cedar Street
Elko, NV 89801

DATED this 1st day of February, 2018.


Kimberly Rosling, Employee

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

3 * * * * *

4 **In the Matter of Charges and**
5 **Complaint Against**
6 **DEVENDRAKUMAR I. PATEL, M.D.,**
7 **Respondent.**

Case No. 18-29352-3

FILED

DEC 11 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

8
9 **COMPLAINT**

10 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
11 (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel and attorney for the IC,
12 having a reasonable basis to believe that Devendrakumar I. Patel, M.D. (Respondent) violated the
13 provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC)
14 Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's
15 charges and allegations as follows:

16 1. Respondent is a physician and holds an inactive license to practice medicine in the
17 State of Nevada (License No. 11068). He was originally licensed by the Board on July 23, 2004.

18 **A. Respondent Criminal Conduct**

19 2. Pursuant to a Grand Jury Indictment filed on December 6, 2017 (hereinafter, the
20 "Indictment"), in the U.S. District Court for the State of Nevada, in Criminal Case No.
21 3:17-cr-00114 LRH-VPC, "USA. v. Patel M.D." (hereinafter, the "Federal Case"), a federal grand
22 jury charged Respondent with 39 crimes, as follows: violation of 21 USC 841(a)(1) - Distribution
23 of Controlled Substances - Schedule II (count 1); violation of 21 USC 841(a)(1) - Distribution of
24 Controlled Substances - Schedule II (counts 2-21); violation of 21 USC 841(a)(1) - Distribution of
25 Controlled Substances - Schedule III (counts 22-25); violation of 21 USC 841(a)(1) - Distribution
26
27

28 ¹ The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), at the time this formal
Complaint was authorized for filing, was composed of Board members Wayne Hardwick, M.D., Chairman,
Mr. M. Neil Duxbury, and Aury Nagy, M.D.

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

1 of Controlled Substances - Schedule IV (counts 26-36); violation of 18 USC 1347 - Health Care
2 Fraud (counts 37-39).

3 3. Pursuant to 18 USC 3559(a)(3), violation of 21 USC 841(a)(1), as alleged in Count
4 One of the Indictment, constitutes a Class C felony.

5 4. Respondent and his attorney in the Federal Case, Lance Maningo, Esq., along with
6 attorneys for the United States, entered into a "Plea Agreement Under Fed. R. Crim. P. 11
7 (c)(1)(A) and (B)," filed on November 26, 2018 ("Plea Agreement"), a true and correct copy of
8 which is attached hereto as Exhibit 1 and incorporated herein by this reference. Pursuant to the
9 Plea Agreement, Respondent knowingly and voluntarily agreed to plead guilty to Count One of
10 the Indictment. Specifically, Respondent admitted the following:

11 a. Count One: The elements of Distribution of Controlled Substance in violation of
12 21 USC 841(a)(1) and (b)(1)(C) are:

13 i. First, beginning on or about September 2015 and January 2016 and later
14 dates, the Respondent knowingly distributed Schedule II controlled
15 substances, to wit Oxycodone and Hydrocodone;

16 ii. Second, the Respondent knew that the controlled substances were
17 Oxycodone and Hydrocodone or some other prohibited drug;

18 iii. Third, the Respondent distributed the controlled substances outside the
19 usual course of professional practice and not for a legitimate medical
20 purpose; and

21 iv. Fourth, the Respondent intended to distribute the controlled substances
22 outside the course of his professional practice.

23 5. Pursuant to the Plea Agreement, Respondent also admitted that he is, in fact and
24 under the law, guilty of the crimes charged, and that he acknowledges that if he elected to go to
25 trial instead of pleading guilty, the United States could prove his guilt beyond a reasonable doubt.
26 Respondent further acknowledges that his admissions and declarations of fact set forth in the Plea
27 Agreement satisfy every element of the charged offense.

28

COUNT I

NRS 630.306(1)(c) (Illegal Dispensing of Controlled Substances)

6. All of the allegations in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

7. Pursuant to NRS 630.306(1)(c), dispensing any controlled substance to others except as authorized by law is grounds for disciplinary action against a licensee.

8. As demonstrated by, but not limited to, the above-outlined facts, Respondent knowingly and intentionally dispensed controlled substances, Oxycodone and Hydrocodone, outside the usual course of his professional practice and not for a legitimate medical purpose, in violation of 21 USC 841(a)(1) and (b)(1)(C).

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

COUNT II

NRS 630.306(1)(p) (Unsafe or Unprofessional Conduct)

10. All of the allegations in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

11. Engaging in any act that is unsafe or unprofessional conduct in accordance with regulations adopted by the Board is grounds for disciplinary action against a licensee pursuant to NRS 630.306(1)(p).

12. As demonstrated by, but not limited to, the above-outlined facts, Respondent knowingly and intentionally dispensed controlled substances, Oxycodone and Hydrocodone, outside the usual course of his professional practice and not for a legitimate medical purpose.

13. Respondent's conduct was unsafe and unprofessional.

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

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COUNT III

NRS 630.301(9) (Disreputable Conduct)

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3 15. All of the allegations in the above paragraphs are hereby incorporated by reference
4 as though fully set forth herein.

5 16. Conduct that brings the medical profession into disrepute is grounds for discipline
6 pursuant to NRS 630.301(9), including, without limitation, conduct that violates any provision of
7 a code of ethics adopted by the Board by regulation based on a national code of ethics.

8 17. As demonstrated by, but not limited to, the above-outlined facts, Respondent's
9 conduct, under the circumstances set forth herein, constitutes engaging in conduct that brings the
10 medical profession into disrepute.

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

13 **WHEREFORE**, the Investigative Committee prays:

14 1. That the Board give Respondent notice of the charges herein against him and give
15 him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2)
16 within twenty (20) days of service of the Complaint;

17 2. That the Board set a time and place for a formal hearing after holding an Early
18 Case Conference pursuant to NRS 630.339(3);

19 3. That the Board determine what sanctions to impose if it determines there has been
20 a violation or violations of the Medical Practice Act committed by Respondent;

21 4. That the Board make, issue and serve on
22 Respondent its findings of fact, conclusions of law and order, in writing, that includes the
23 sanctions imposed; and

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5. That the Board take such other and further action as may be just and proper in these premises.

DATED this 11th day of December, 2018.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

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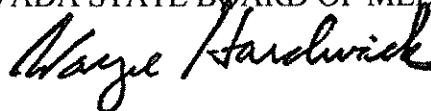
VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

Wayne Hardwick, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

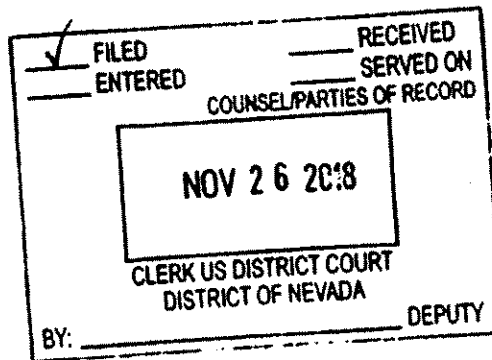
DATED this 11th day of December, 2018.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS



Wayne Hardwick, M.D., Chairman

EXHIBIT 1



1 DAYLE ELIESON
 United States Attorney
 2 SUE FAHAMI
 Nevada Bar Number 5634
 3 KILBY MACFADDEN
 Assistant United States Attorneys
 4 400 S. Virginia Street, Suite 900
 Reno, Nevada 89501
 5 Telephone: (775) 784-5438
 Email: kilby.macfadden@usdoj.gov
 6 Representing the United States of America

7 UNITED STATES DISTRICT COURT
 8 DISTRICT OF NEVADA

-oOo-

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 vs.

12 DEVENDRA I. PATEL, M.D.,

13 Defendant.

Case No.: 3:17-cr-114 LRH-VPC

PLEA AGREEMENT UNDER
FED. R. CRIM. P. 11 (c)(1)(A)
and (B)

14 Plaintiff United States of America, by and through DAYLE ELIESON, United
 15 States Attorney, and SUE FAHAMI and KILBY MACFADDEN, Assistant United
 16 States Attorneys, the Defendant, DEVENDRA I. PATEL, M.D. and the Defendant's
 17 attorney, LANCE MANINGO, ESQ., submit this Plea Agreement under Fed. R.
 18 Crim. P. 11(c)(1)(A) and (B).

19 **I. SCOPE OF AGREEMENT**

20 The parties to this Plea Agreement are the United States of America and
 21 DEVENDRA I. PATEL (the Defendant). This Plea Agreement binds the Defendant
 22 and the United States Attorney's Office for the District of Nevada. It does not bind
 23 any other prosecuting, administrative, or regulatory authority, the United States

1 Probation Office, or the Court.

2 The Plea Agreement sets forth the parties' agreement regarding criminal
3 charges referenced in the Plea Agreement and applicable sentences, fines,
4 restitution and forfeiture. It does not control or prohibit the United States or any
5 agency or third party from seeking any other civil or administrative remedies
6 directly or indirectly against the Defendant.

7 **II. DISPOSITION OF CHARGES AND WAIVER OF TRIAL RIGHTS**

8 A. Guilty Plea. The Defendant knowingly and voluntarily agrees to plead
9 guilty to Count One of the Criminal Indictment filed December 6, 2017:

10 **Count One:** Distribution of a Controlled Substance, in violation of Title 21,
11 United States Code, Section 841(a)(1) and (b)(1)(C).

12 At the time of sentencing, the Government will move to dismiss the remaining
13 counts of the Criminal Indictment.

14 B. Waiver of Trial Rights. The Defendant acknowledges that he has been
15 advised and understands that by entering a plea of guilty he is waiving -- that is,
16 giving up -- certain rights guaranteed to all Defendants by the laws and the
17 Constitution of the United States. Specifically, the Defendant is giving up:

18 1. The right to proceed to trial by jury on all charges, or to a trial
19 by a judge if the Defendant and the United States both agree;

20 2. The right to confront the witnesses against the Defendant at
21 such a trial, and to cross-examine them;

22 3. The right to remain silent at such a trial, with assurance that his
23 silence could not be used against him in any way;

1 4. The right to testify in his own defense at such a trial if he so
2 chooses;

3 5. The right to compel witnesses to appear at such a trial and testify
4 in the Defendant's behalf, and;

5 6. The right to have the assistance of an attorney at all stages of
6 such proceedings.

7 C. Withdrawal of Guilty Plea. The Defendant will not seek to withdraw
8 his guilty plea after he has entered it in court.

9 D. Additional Charges. The United States agrees not to bring any
10 additional charges against the Defendant arising out of the investigation in the
11 District of Nevada which culminated in the Criminal Indictment and this Plea
12 Agreement and based on conduct known to the United States, except that the United
13 States reserves the right to prosecute the Defendant for any crime of violence as
14 defined by 18 U.S.C. § 16 in which the Defendant may have participated.

15 **III. ELEMENTS OF THE OFFENSE**

16 **Count One:** The elements of Distribution of Controlled Substance in violation
17 of 21 U.S.C. §§ 841(a)(1) and (b)(1)(C) are:

18 First, beginning on or about September 2015 and January 2016 and later
19 dates, the Defendant knowingly distributed Schedule II controlled substances, to wit:
20 Oxycodone and Hydrocodone;

21 Second, the Defendant knew that the controlled substances were Oxycodone
22 and Hydrocodone or some other prohibited drug;

23 Third, the Defendant distributed the controlled substances outside the usual

1 course of professional practice and not for a legitimate medical purpose; and

2 Fourth, the Defendant intended to distribute the controlled substances
3 outside the course of his professional practice.

4 Ninth Cir. Model Criminal Jury Instr., Criminal 9.18; Title 21 C.F.R. §
5 1306.04; *United States v. Feingold*, 454 F.3d 1001, 1008 (9th Cir. 2006)

6 **IV. FACTS SUPPORTING GUILTY PLEA**

7 A. The Defendant will plead guilty because he is, in fact and under the
8 law, guilty of the crimes charged.

9 B. The Defendant acknowledges that if he elected to go to trial instead of
10 pleading guilty, the United States could prove his guilt beyond a reasonable doubt
11 and establish its right to forfeit the specified property by preponderance of the
12 evidence. The Defendant further acknowledges that his admissions and declarations
13 of fact set forth below satisfy every element of the charged offense.

14 C. The Defendant waives any potential future claim that the facts he
15 admitted in this Plea Agreement were insufficient to satisfy the elements of the
16 charged offense.

17 D. Both the United States and the Defendant agree that this section of the
18 Plea Agreement does not contain all of the relevant information known to the
19 Defendant. The parties also agree that the facts contained in Section IV provide a
20 sufficient factual basis for the crime to which Defendant is pleading guilty, but the
21 facts contained in Section IV are not an exhaustive statement by the Defendant.

22 E. The Defendant admits and declares under penalty of perjury that the
23 facts set forth below are true and correct:

1 At all times relevant to the Criminal Indictment:

2 1. The Defendant, DEVENDRA I. PATEL, M.D. ("Defendant"), was a
3 licensed physician who, since 2004, practiced medicine in Nevada under Nevada
4 License Number 11068, specializing in cardiology in Elko, Nevada.

5 2. As part of his medical practice, he prescribed Schedule II Controlled
6 Substances, including Hydrocodone and Oxycodone, under a Drug Enforcement
7 Administration ("DEA") license number BP6740662.

8 3. Defendant knew that under the Controlled Substances Act, Title 21,
9 United States Code, Section 841(a) *et seq.*, and Title 21, Code of Federal Regulations,
10 Section 1306.04, a prescription for a Schedule II controlled substance was lawful
11 only when written for a legitimate medical purpose by a practitioner acting in the
12 usual course of his or her professional practice.

13 4. Between approximately September 2015 and January 2016 and later
14 dates, Defendant prescribed dosages and amounts of Oxycodone and Hydrocodone,
15 to patients outside the usual course of his professional practice and without a
16 legitimate medical purpose.

17 5. Defendant did so with the intent to prescribe Oxycodone and
18 Hydrocodone outside the course of his professional practice and without a legitimate
19 medical purpose.

20 6. All of the foregoing occurred in the State and Federal District of
21 Nevada and elsewhere.

22 **V. COLLATERAL USE OF FACTUAL ADMISSIONS**

23 The facts set forth in Section IV of this Plea Agreement shall be admissible

1 against the Defendant under Fed. R. Evid. 801(d)(2)(A) at sentencing for any
2 purpose. If the Defendant does not plead guilty or withdraws his guilty plea, the
3 facts set forth in Section IV of this Plea Agreement shall be admissible at any
4 proceeding, including a trial, for impeaching or rebutting any evidence, argument or
5 representation offered by or on the Defendant's behalf. The Defendant expressly
6 waives all rights under Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 regarding the
7 use of the facts set forth in Section IV of this Plea Agreement.

8 VI. APPLICATION OF SENTENCING GUIDELINES PROVISIONS

9 A. Discretionary Nature of Sentencing Guidelines. The Defendant
10 acknowledges that the Court must consider the United States Sentencing Guidelines
11 ("USSG" or "Sentencing Guidelines") in determining the Defendant's sentence, but
12 that the Sentencing Guidelines are advisory, not mandatory, and the Court has
13 discretion to impose any reasonable sentence up to the maximum term of
14 imprisonment permitted by statute.

15 B. Offense Level Calculations. The parties stipulate to the following
16 calculation of the Defendant's offense level under the Sentencing Guidelines,
17 acknowledge that these stipulations do not bind the Court, and agree that they will
18 not seek to apply any other specific offense characteristics, enhancements or
19 reductions:

20 The Defendant acknowledges that the statutory maximum sentence and any
21 statutory minimum sentence limit the Court's discretion in determining the
22 Defendant's sentence notwithstanding any applicable Sentencing Guidelines
23 provisions.

Group 1: Count 1: 21 U.S.C. §§ 841(a)(1), (b)(1)(C)

Offense Level Calculation		USSG
Base Offense Level¹	20	§ 2D1.1(c)(10)
Use of Special Skill	+2	§ 3B1.3
Adjusted Offense Level (Subtotal)	22	
Contingent Reduction for Acceptance of Responsibility	-2	§ 3E1.1(a)
Contingent Reduction for Government Motion for Acceptance of Responsibility	-1	§ 3E1.1(b)
Final Adjusted Offense Level	19	

C. Reduction of Offense Level for Acceptance of Responsibility. Under USSG § 3E1.1(a), the United States will recommend that the Defendant receive a two-level downward adjustment for acceptance of responsibility unless he (a) fails to truthfully admit facts establishing a factual basis for the guilty plea when he enters the plea; (b) fails to truthfully admit facts establishing the amount of restitution owed when he enters his guilty plea; (c) fails to truthfully admit facts establishing the forfeiture allegations when he enters his guilty plea; (d) provides false or misleading information to the United States, the Court, Pretrial Services, or the Probation Office; (e) denies involvement in the offense or provides conflicting statements regarding his involvement or falsely denies or frivolously contests conduct relevant to the offense; (f) attempts to withdraw his guilty plea; (g) commits or attempts to commit any crime; (h) fails to appear in court; or (i) violates the

¹ The Group 1 base offense level was calculated as follows: there were three prescriptions of Hydrocodone/Oxycodone for a total 10,800 milligrams of Hydrocodone/Oxycodone. This is equal to 72.36 kg of marijuana (10.8g x 6700g equals 72,360 grams). The parties stipulate to this calculation for purposes of sentencing only.

1 conditions of pretrial release.

2 Under USSG §3E1.1(b), if the Court determines that the Defendant's total
3 offense level, before operation of § 3E1.1(a), is 16 or higher, and if the United States
4 recommends a two-level downward adjustment pursuant to the preceding
5 paragraph, the United States will move for an additional one-level downward
6 adjustment for acceptance of responsibility before sentencing because the Defendant
7 communicated his decision to plead guilty in a timely manner that enabled the
8 United States to avoid preparing for trial and to efficiently allocate its resources.

9 D. Criminal History Category. The Defendant acknowledges that the
10 Court may base his sentence in part on the Defendant's criminal record or criminal
11 history. The Court will determine the Defendant's Criminal History Category under
12 the Sentencing Guidelines.

13 E. Relevant Conduct. The Court may consider any counts dismissed
14 under this Plea Agreement and all other relevant conduct, whether charged or
15 uncharged, in determining the applicable Sentencing Guidelines range and whether
16 to depart from that range.

17 F. Additional Sentencing Information. The stipulated Sentencing
18 Guidelines calculations are based on information now known to the parties. The
19 parties may provide additional information to the United States Probation Office
20 and the Court regarding the nature, scope, and extent of the Defendant's criminal
21 conduct and any aggravating or mitigating facts or circumstances. Good faith efforts
22 to provide truthful information or to correct factual misstatements shall not be
23 grounds for the Defendant to withdraw his guilty plea. The Defendant acknowledges

1 that the United States Probation Office may calculate the Sentencing Guidelines
2 differently and may rely on additional information it obtains through its
3 investigation. The Defendant also acknowledges that the Court may rely on this and
4 other additional information as it calculates the Sentencing Guidelines range and
5 makes other sentencing determinations, and the Court's reliance on such
6 information shall not be grounds for the Defendant to withdraw his guilty plea.

7 **VII. APPLICATION OF SENTENCING STATUTES**

8 A. Maximum Penalty. The maximum penalty under 21 U.S.C. §§ 841(a)
9 and 841(b)(1)(C) is 20 years imprisonment, a fine of \$1,000,000, or both.

10 B. Factors Under 18 U.S.C. § 3553. The Court must consider the factors
11 set forth in 18 U.S.C. § 3553(a) in determining the Defendant's sentence. However,
12 the statutory maximum sentence and any statutory minimum sentence limit the
13 Court's discretion in determining the Defendant's sentence.

14 C. Parole Abolished. The Defendant acknowledges that his prison
15 sentence cannot be shortened by early release on parole because parole has been
16 abolished.

17 D. Supervised Release. In addition to imprisonment and a fine, the
18 Defendant will be subject to a three-year term of supervised release. Supervised
19 release is a period of time after release from prison during which the Defendant will
20 be subject to various restrictions and requirements. If the Defendant violates any
21 condition of supervised release, the Court may order the Defendant's return to prison
22 for all or part of the term of supervised release, which could result in the Defendant
23 serving a total term of imprisonment equal to the statutory maximum prison

1 sentence of 20 years imprisonment.

2 E. Special Assessment. The Defendant will pay a \$100.00 special
3 assessment per count at the time of sentencing.

4 **VIII. POSITIONS REGARDING SENTENCE**

5 The Government will recommend that the Court sentence the Defendant to a
6 sentence within the Sentencing Guidelines range as determined by the Court.
7 Notwithstanding its agreement to recommend that the Defendant be sentenced as
8 described in this Plea Agreement, the United States reserves its right to defend any
9 lawfully imposed sentence on appeal or in any post-conviction litigation.

10 The Defendant may seek a downward adjustment pursuant to 18 U.S.C. §
11 3553, including probation, from any sentence the Court may impose.

12 The Defendant acknowledges that the Court does not have to follow these
13 recommendations.

14 **IX. RESTITUTION**

15 In exchange for benefits received under this Plea Agreement, the Defendant
16 agrees to make full restitution in an amount to be determined by the Court for all of
17 the losses the Defendant caused by his schemes or offenses, whether charged or
18 uncharged, pleaded to or not, and by all of his relevant conduct. 18 U.S.C. §
19 3663(a)(3).

20 **X. FINANCIAL INFORMATION AND DISPOSITION OF ASSETS**

21 Before or after sentencing, upon request by the Court, the United States, or
22 the Probation Office, the Defendant will provide accurate and complete financial
23 information, submit sworn statements, and/or give depositions under oath

1 concerning his assets and his ability to pay. The Defendant will surrender assets he
2 obtained directly or indirectly as a result of his crimes, and will release funds and
3 property under his control in order to pay any fine, forfeiture, or restitution ordered
4 by the Court.

5 **XI. THE DEFENDANT'S ACKNOWLEDGMENTS AND WAIVERS**

6 A. Plea Agreement and Decision to Plead Guilty. The Defendant
7 acknowledges that:

8 (1) He has read this Plea Agreement and understands its terms and
9 conditions;

10 (2) He has had adequate time to discuss this case, the evidence, and
11 this Plea Agreement with his attorney;

12 (3) He has discussed the terms of this Plea Agreement with his
13 attorney;

14 (4) The representations contained in this Plea Agreement are true
15 and correct, including the facts set forth in Section IV; and

16 (5) He was not under the influence of any alcohol, drug, or medicine
17 that would impair his ability to understand the Agreement when he considered
18 signing this Plea Agreement and when he signed it.

19 The Defendant understands that he alone decides whether to plead guilty or
20 go to trial, and acknowledges that he has decided to enter his guilty plea knowing of
21 the charges brought against him, his possible defenses, and the benefits and possible
22 detriments of proceeding to trial. The Defendant also acknowledges that he decided
23 to plead guilty voluntarily and that no one coerced or threatened him to enter into

1 this Plea Agreement.

2 **B. Waiver of Appeal and Post-Conviction Proceedings.** The Defendant
3 knowingly and expressly waives: (a) the right to appeal any sentence imposed within
4 or below the applicable Sentencing Guideline range as determined by the Court; (b)
5 the right to appeal the manner in which the Court determined that sentence on the
6 grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal any other aspect of
7 the conviction or sentence and any order of restitution or forfeiture.

8 The Defendant also knowingly and expressly waives all collateral challenges,
9 including any claims under 28 U.S.C. § 2255, to his conviction, sentence, and the
10 procedure by which the Court adjudicated guilt and imposed sentence, except non-
11 waivable claims of ineffective assistance of counsel.

12 The Defendant reserves only the right to appeal any portion of the sentence
13 that is an upward departure or an upward variance from the Sentencing Guidelines
14 range determined by the Court.

15 The Defendant acknowledges that the United States is not obligated or
16 required to preserve any evidence obtained in the investigation of this case.

17 **C. Removal / Deportation Consequences.** The Defendant understands and
18 acknowledges that if he is not a United States citizen, then it is highly probable that
19 he will be permanently removed (deported) from the United States as a consequence
20 of pleading guilty under the terms of this Plea Agreement. The Defendant has also
21 been advised if his conviction is for an offense described in 8 U.S.C. § 1101(a)(43), he
22 will be deported and removed from the United States and will not be allowed to
23 return to the United States at any time in the future. The Defendant desires to plead

1 guilty regardless of any immigration consequences that may result from his guilty
2 plea, even if the consequence is automatic removal from the United States with no
3 possibility of returning. The Defendant acknowledges that he has specifically
4 discussed these removal / deportation consequences with his attorney.

5 **XII. ADDITIONAL ACKNOWLEDGMENTS**


6 This Plea Agreement resulted from an arms-length negotiation in which both
7 parties bargained for and received valuable benefits in exchange for valuable
8 concessions. It constitutes the entire agreement negotiated and agreed to by the
9 parties. No promises, agreements or conditions other than those set forth in this
10 agreement have been made or implied by the Defendant, the Defendant's attorney,
11 or the United States, and no additional promises, agreements or conditions shall
12 have any force or effect unless set forth in writing and signed by all parties or
13 confirmed on the record before the Court.

14 DAYLE ELIESON,
United States Attorney

15
16 DATE 11/26/18

17 
KILBY MACFADDEN
Assistant United States Attorney

18 DATE 11/26/18

19 
LANCE MANINGO
Counsel for the Defendant

20 DATE 11/26/18

21 
DEVENDRA I. PATEL, M.D.
Defendant

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CERTIFICATE OF MAILING

I hereby certify that I am employed by Nevada State Board of Medical Examiners and that on the 11th day of December 2018 I served a filed copy of COMPLAINT, via USPS e-certified return receipt mail to the following:

Devendrakumar I. Patel
Northeastern Nevada Cardiology PC
674 N. Cedar St.
Elko, NV 89801

Dated this 11th day of December, 2018.


Dawn DeHaven Gordillo
Legal Assistant

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

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**
6 **Against**
7 **DEVENDRAKUMAR I. PATEL, M.D.,**
8 **Respondent.**

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

FILED

SEP - 6 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Devendrakumar I. Patel, M.D. (Respondent), a licensed physician in
14 Nevada, assisted by his attorney, Brent Vogel, Esq., of the law firm of
15 Lewis Brisbois Bisgaard & Smith LLP, hereby enter into this Settlement Agreement (Agreement)
16 based on the following:¹

17 **A. Background**

18 1. Respondent is a medical doctor currently licensed in inactive status by the Board
19 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
20 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
21 issued on July 23, 2004 (License No. 11068).

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

26
27 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters 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 (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

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

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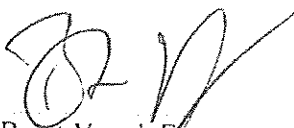
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to any civil and administrative collection efforts available.

Dated this 10 day of JULY 2019

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

Dated this 2 day of July 2019
Lewis Brisbois Bisgaard & Smith LLP

By: 
Brent Vogel, Esq.
Attorneys for Respondent

Dated this day of 2019

.....
Devendrakumar I. Patel, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gageway Drive
Reno, Nevada 89521
(775) 686-2559

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 any civil and administrative collection
3 efforts available.

4 Dated this ____ day of _____, 2019.

5
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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12
13 Dated this ____ day of _____, 2019.

14 Lewis Brisbois Bisgaard & Smith LLP

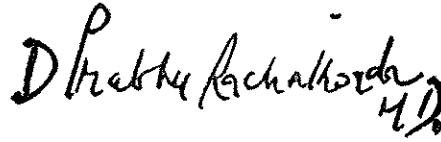
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16 By: _____
17 Brent Vogel, Esq.
18 Attorneys for Respondent

19 Dated this ____ day of _____, 2019.

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23 Devendrakumar I. Patel, M.D., Respondent
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OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement (Case Numbers 18-29352-
2 1, 18-29352-2, 18-29352-3) is approved and accepted by the Nevada State Board of Medical
3 Examiners on the 6th day of September 2019, with the final total amount of costs due of
4 \$10,103.88.



5
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7 Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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