

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

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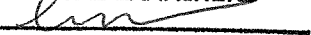
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6 **In the Matter of Charges and**)
7 **Complaint Against**)
8 **ARNOLD W. KLEIN, M.D.,**)
9 **Respondent.**)

Case No. 15-31252-1

FILED

JUN - 8 2015

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

10
11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
13 (Board) and Arnold W. Klein, M.D. (Respondent), a licensed physician in Nevada hereby enter
14 into this Settlement Agreement (Agreement) based on the following:²

15 **A. Background**

16 1. Respondent is a physician licensed by the Board to practice medicine in Nevada since
17 June 10, 2006 (license no. 11881).

18 2. On June 13, 2014, the IC filed the formal Complaint (Complaint) in this matter
19 charging Respondent with violations of Nevada Revised Statutes (NRS) Chapter 630 and Nevada
20 Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act). Specifically, the
21 Complaint alleges one count of obtaining, maintaining or renewing or attempting to obtain, maintain
22 or renew a license to practice medicine by bribery, fraud or misrepresentation or by any false,
23

24 ¹ In this matter, the Investigative Committee of the Nevada State Board of Medical Examiners is
25 composed of Theodore B. Berndt, M.D., IC Chairman, Valerie J. Clark, BSN, RHU, LUTCF,
26 IC Member, and Michael J. Fischer, M.D., IC Member.

27 ² All agreements and admissions made by Respondent are solely for final disposition of this matter
28 and any subsequent related administrative proceedings or civil litigation involving the Board and
Respondent. Therefore, Respondent's agreements and admissions are not intended or made for
any other use, such as in the context of another state or federal government regulatory agency
proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or
any credentialing or privileges matter.

1 misleading, inaccurate or incomplete statement in violation of NRS 630.304(1).

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

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

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

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

26 **B. Terms & Conditions**

27 **NOW, THEREFORE**, in order to resolve this matter, Respondent and the IC hereby
28 agree to the following terms and conditions:

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

4 **2. Representation by Counsel/Knowing, Willing, and Intelligent Agreement.**
5 Respondent understands that he may retain and consult counsel prior to entering into this
6 Agreement at his own expense. Respondent acknowledges that he is not represented by counsel
7 and wishes to proceed towards a resolution of this matter, as set forth in this Agreement, without
8 counsel. Respondent agrees that if representation by counsel in this matter materially changes
9 prior to entering into this Agreement and pending the duration of this Agreement, that counsel for
10 the IC will be timely notified of the material change. Respondent agrees that he knowingly,
11 willingly and intelligently enters into this Agreement.

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

22 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent agrees that the
23 IC has a reasonable basis to believe that Respondent engaged in conduct that is grounds for
24 discipline pursuant to the Medical Practice Act.

25 **5. Consent to Entry of Order.** In order to resolve the Complaint pending against
26 Respondent without incurring any further costs or the expense associated with a hearing, Respondent
27 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
28 is grounds for discipline pursuant to the Medical Practice Act, to wit: one count of obtaining,

1 maintaining or renewing or attempting to obtain, maintain or renew a license to practice medicine by
2 bribery, fraud or misrepresentation or by any false, misleading, inaccurate or incomplete statement in
3 violation of NRS 630.304(1). Accordingly, Respondent hereby agrees that:

4 a. Respondent shall be fined One Thousand and 00/100 Dollars (\$1,000.00)
5 with payment due within thirty (30) days of the Board's final order;

6 b. The Board shall issue a public reprimand;

7 c. Respondent shall pay the Board Six Hundred Thirty Four Dollars and
8 48/100 (\$634.48), the fees and costs incurred as part of the Board's investigative, administrative,
9 and disciplinary proceedings against Respondent, as authorized by NRS 622.400, within thirty
10 (30) days of the Board's final order in this matter; and

11 d. The terms of this Agreement shall be reported as required by law.

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

23 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
24 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
25 resolution of the Complaint pending against Respondent. In the course of seeking Board
26 acceptance, approval, and adoption of this Agreement, counsel for the IC may communicate
27 directly with the Board staff and the adjudicating members of the Board.

28 Respondent acknowledges that such contacts and communication may be made or

1 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
2 meeting where this Agreement is discussed, and that such contacts and communications may
3 include, but not be limited to, matters concerning this Agreement, the Complaint, and any and all
4 information of every nature whatsoever related to this matter. The IC and its counsel agree that
5 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,
6 respond to any questions that may be addressed to the IC or the IC's counsel.

7 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
8 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement
9 an order of the Board.

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

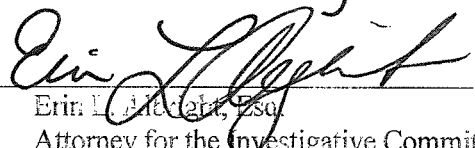
19 **10. Binding Effect.** If approved by the Board, Respondent understands that this
20 Agreement is a binding and enforceable contract upon Respondent and the Board.

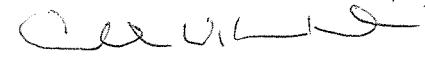
21 **11. Forum Selection Clause.** Respondent agrees that in the event either party is
22 required to seek enforcement of this Agreement in district court, Respondent consents to such
23 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,
24 State of Nevada,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

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

28 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term

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

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10 Dated this 11th day of May, 2015.
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12 By: 
13 Erin L. Albrecht, Esq.
Attorney for the Investigative Committee

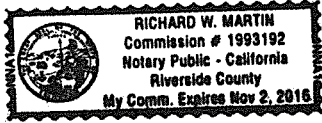
Dated this 8 day of May, 2015.

By: _____
Arnold W. Klein, M.D.
Respondent

14
15 STATE OF CALIFORNIA)
16 :ss.
17 COUNTY OF _____)
18 SUBSCRIBED and SWORN to before me
19 This ___ day of _____, 2015.
20 SEE ATTACHED
21 _____
22 Notary Public
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 8
day of MAY, 2015, by _____
ARNOLD W. KLEIN
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

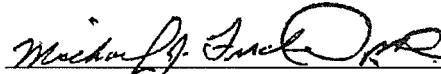


(Seal)

Signature *Richard W. Martin*

*Before The Board of Medical Examiners
of the State of Nevada. Settlement Agreement*

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the
2 Nevada State Board of Medical Examiners on the 5th day of June 2015, with the final total amount of
3 costs due of \$634.48.

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5 Michael J. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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