


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

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6 **In the Matter of Charges and** ) **Case No. 14-5951-1**  
7 **Complaint Against** ) **FILED**  
8 **HENRY R. LANDSMAN, M.D.,** ) **SEP 11 2015**  
9 **Respondent.** ) **NEVADA STATE BOARD OF**  
10 **Medical Examiners** ) **By: **

11  
12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee  
14 (IC) of the Nevada State Board of Medical Examiners (Board), composed of Theodore B. Berndt,  
15 M.D., Valerie J. Clark, BSN, RHU, LUTCF, and Michael J. Fischer, M.D., in the above-captioned  
16 matter, by and through Erin L. Albright, Esq., Board General Counsel and attorney for the IC, and  
17 Henry R. Landsman, M.D. (Respondent), as follows:

18 **WHEREAS**, on January 28, 2014, the Board's IC filed a Complaint in the  
19 above-captioned matter charging Respondent with engaging in conduct that is grounds for  
20 discipline pursuant to the Nevada Medical Practice Act (MPA), i.e., Chapter 630 of the Nevada  
21 Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC), to wit:  
22 Count I, one count of obtaining, maintaining or renewing or attempting to obtain, maintain or  
23 renew a license to practice medicine by bribery, fraud or misrepresentation or by any false,  
24 misleading, inaccurate or incomplete statement, a violation of NRS 630.304(1); Count II, one  
25 count of engaging in any conduct that is intended to deceive, a violation of NRS 630.306(2)(a);  
26 Count III, one count of failure to report to the Board in writing, any disciplinary action taken by  
27 another state within thirty (30) days, a violation of NRS 630.306(11); and Count IV, one count of  
28 any disciplinary action taken by another state, a violation of NRS 630.301(1); and

1           **WHEREAS**, Respondent received a copy of the Complaint, reviewed it, understands it,  
2 and has had the opportunity to consult with competent counsel concerning the  
3 nature and significance of the Complaint. Respondent is fully advised concerning his rights and  
4 defenses to the Complaint, as well as the possible sanctions that may be imposed if the Board  
5 finds and concludes that he violated one or more provisions of the MPA; and

6           **WHEREAS**, Respondent understands and agrees that he has certain rights under the  
7 United States Constitution and the Constitution of the state of Nevada, as well as under the MPA  
8 and the Nevada Administrative Procedures Act (NRS Chapter 233B), including, but not limited to,  
9 the right to a formal hearing on the charges against him, the right to representation by counsel in  
10 the preparation and presentation of his defense, the right to confront and cross-examine the  
11 witnesses against him, the right to written findings, conclusions and an order regarding a final  
12 decision by the Board, and the right to judicial review of any final decision by the Board that is  
13 adverse to him; and

14           **WHEREAS**, Respondent understands and agrees that this Settlement Agreement  
15 (Agreement) is entered into by and between himself and the Board's IC, and not with the Board,  
16 but that the IC will present this Agreement to the Board for consideration in open session at a  
17 meeting duly noticed and scheduled. Respondent understands that the IC shall advocate approval  
18 of this Agreement by the Board, but that the Board has the right to decide in its own discretion  
19 whether or not to approve this Agreement; and

20           **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,  
21 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated  
22 below shall be binding and enforceable upon him.

23           **NOW THEREFORE**, in order to resolve this matter and all charges alleged by the  
24 Board's IC in the above-captioned matter, Respondent and the IC hereby agree<sup>1</sup> to the following  
25 terms, covenants and conditions:

26 \_\_\_\_\_  
27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent  
28 related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said agreements  
and admissions by Respondent 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           **1.     Jurisdiction.** Respondent is, and at all times mentioned in the Complaint filed in  
2 the above-captioned matter was, a physician licensed to practice medicine in the state of Nevada  
3 subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the MPA,  
4 and to impose sanctions as provided by the MPA.

5           **2.     Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

6           Respondent acknowledges that he is not represented by counsel and wishes to proceed  
7 towards a resolution of this matter, as set forth in this Agreement, without counsel. Respondent  
8 understands and acknowledges that he may retain and consult counsel prior to entering into this  
9 Agreement. Respondent agrees that if counsel is retained for representation in this matter prior to  
10 entering into this Agreement, that counsel for the IC will be informed of such representation prior  
11 to Respondent executing this Agreement. Respondent covenants and agrees that he knowingly,  
12 willingly and intelligently enters into this Agreement.

13           **3.     Waiver of Rights.** In connection with this Agreement, and the terms, covenants  
14 and conditions contained herein, Respondent knowingly, willingly and intelligently waives all  
15 rights in connection with this Agreement, and the terms, covenants and conditions contained  
16 herein, and with the understanding that Respondent knowingly, willingly and intelligently waives  
17 all rights arising under or pursuant to the United States Constitution, the constitution of the  
18 state of Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available  
19 to him or that may apply to him in connection with the proceedings on the Complaint filed herein,  
20 the defense of said Complaint, the adjudication of the charges in said Complaint, and the  
21 imposition of sanctions.

22           Respondent agrees that the matter of the Complaint herein may be settled and resolved in  
23 accordance with this Agreement without a hearing or any further proceedings, and without the  
24 right to judicial review.

25           **4.     Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and  
26 agrees that the Board's IC has a reasonable basis to believe that Respondent engaged in one or  
27 more instances of conduct that is grounds for discipline pursuant to the provisions of the MPA.

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1           **5.     Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
2 proceedings pending against him without incurring any further costs and expense of providing a  
3 defense to the Complaint, Respondent hereby agrees, without admission of guilt, that the Board may  
4 issue an Order finding that Respondent engaged in conduct that is grounds for discipline  
5 pursuant to the MPA, to wit: one count of failure by a licensee to report to the Board, in  
6 writing, within thirty (30) days, any disciplinary action taken against the licensee by  
7 another state, a violation of NRS 630.306(11), as set forth in Count III of the Complaint,  
8 and agrees that:

9           a.       Respondent shall pay a fine of One Thousand and 00/100 Dollars  
10 (\$1,000.00) to the Board within thirty (30) days of the Board's acceptance, adoption and approval  
11 of this Agreement;

12           b.       Pursuant to NRS 622.400, Respondent shall reimburse the sum of seven  
13 hundred sixty-eight dollars and sixty-one cents (\$768.61), the current amount of the costs incurred  
14 by the Board to investigate and prosecute this matter, along with the costs to conclude the matter,  
15 if any. The costs shall be paid to the Board within thirty (30) days of the Board's acceptance,  
16 adoption and approval of this Agreement;

17           c.       Respondent shall receive a public reprimand;

18           d.       The remaining Counts contained in the Complaint shall be dismissed  
19 with prejudice ; and

20           e.       The terms of this Agreement shall be reported as required by law.

21           **6.     Release From Liability.** In execution of this Agreement, the Respondent, for  
22 himself, his executors, successors and assigns, hereby releases and forever discharges the state of  
23 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and  
24 employees, in their representative capacities, and in their individual capacities, from any and all  
25 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
26 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have  
27 or claim to have, against any or all of the persons or entities named in this paragraph arising out of,  
28 or by reason of, this investigation, this Agreement or its administration.

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1           7.     Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
2 recommend approval and adoption of the terms, covenants and conditions contained herein by the  
3 Board in resolution of the Complaint pending herein against Respondent. In the course of seeking  
4 Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may  
5 communicate directly with the Board staff and the adjudicating members of the Board.

6           Respondent acknowledges that such contacts and communication may be made or  
7 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his  
8 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such  
9 contacts and communications may include, but not be limited to, matters concerning this  
10 Agreement, the Complaint, and any and all information of every nature whatsoever related to the  
11 Complaint or the proceedings herein against Respondent. The IC and its counsel agree that  
12 Respondent and/or his counsel, if any, may appear at the Board meeting where this Agreement is  
13 discussed, and if requested, respond to any questions that may be addressed to the IC or its  
14 counsel.

15           8.     Effect of Acceptance of Agreement by Board. In the event the Board approves,  
16 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
17 IC will cause the Board's order accepting, adopting and approving this Agreement to be entered  
18 herein, ordering full compliance with the terms herein and ordering that this case be closed,  
19 subject to the provisions in Paragraph 5.

20           9.     Effect of Rejection of Agreement by Board. In the event the Board does not  
21 accept, approve and adopt the terms, covenants and conditions set out in this Agreement, this  
22 Agreement shall be null, void, and of no further force and effect except as to the following  
23 covenant and agreement regarding disqualification of adjudicating Board panel members.  
24 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing  
25 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek  
26 acceptance and adoption of this Agreement by the Board shall disqualify any member of the  
27 adjudicating panel of the Board from considering the charges against Respondent and participating

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1 in the disciplinary proceedings in any role, including adjudication of the case. Respondent further  
2 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

3 **10. Binding Effect.** If this Agreement is approved by the Board, Respondent  
4 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent  
5 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

6 **11. Forum Selection Clause.** Respondent covenants and agrees that in the event either  
7 party is required to seek enforcement of this Agreement in the district court, he consents to such  
8 jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the  
9 Second Judicial District Court of the state of Nevada in and for the county of Washoe.

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

13 **13. Failure to Comply With Terms.** In the event the Board enters its order approving  
14 this Agreement, should Respondent fail to comply with any term or condition recited herein, the  
15 Board shall be authorized to immediately suspend Respondent's license to practice medicine in the  
16 state of Nevada pending an order to show cause hearing, which will be duly noticed.  
17 Further, failure to comply with the terms recited herein may result in additional disciplinary action  
18 being initiated against Respondent for a violation of an order of the Board in accordance with

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1 NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies  
2 agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

3 Dated this 10<sup>th</sup> day of June, 2015.

Dated this 26 day of MAY, 2015.

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5 By: *Erin L. Albright*

UNDERSTOOD AND AGREED: *Henry R. Landsman*  
By: *Henry R. Landsman M.D.*

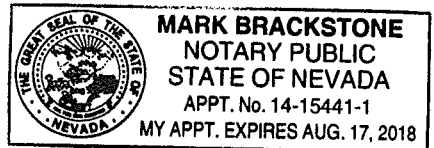
6 Erin L. Albright, Esq.  
7 Attorney for the Investigative Committee

Henry R. Landsman, M.D.  
Respondent

8  
9 STATE OF NEVADA )  
10 :ss.  
11 COUNTY OF CLARK )

12 SUBSCRIBED and SWORN to before me  
13 this 26<sup>th</sup> day of MAY, 2015.

14  
15 *Mark Brackstone*  
Notary Public



*ML*

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 11<sup>th</sup> day of September 2015, with the final total  
3 amount of costs due of \$768.01.

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6 Michael J. Fischer, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

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