

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

3 * * * * *

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5
6 In the Matter of Charges and)
7 Complaint Against)
8 IRINA V. VOLKOVA, M.D.,)
9 Respondent.)
10 _____)

Case No. 14-38887-1

FILED

JUN - 8 2015

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

11
12 **SETTLEMENT AGREEMENT**

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

16 **A. Background**

17 1. Respondent is a physician licensed by the Board to practice medicine in Nevada since
18 January 10, 2012 (license no. 14228).

19 2. On September 17, 2014, the IC filed the formal Complaint (Complaint) in this matter
20 charging Respondent with violations of Nevada Revised Statutes (NRS) Chapter 630 and Nevada
21 Administrative Code (NAC) Chapter 630 (collectively, Medical Practice Act). Specifically, the
22 Complaint alleges one count of disciplinary action taken by another jurisdiction in violation of NRS

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.

1 630.301(3) and one count of failure by a licensee to report in writing, within thirty (30) days, any
2 disciplinary action taken against the licensee by another state in violation of NRS 630.306(11).

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

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

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

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

27 **B. Terms & Conditions**

28 **NOW, THEREFORE**, in order to resolve this matter, Respondent and the IC hereby

1 agree to the following terms and conditions:

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

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

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

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

27 **5. Consent to Entry of Order.** In order to resolve the Complaint pending against
28 Respondent without incurring any further costs or the expense associated with a hearing, Respondent

1 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that
2 is grounds for discipline pursuant to the Medical Practice Act, to wit: one count of failure by a
3 licensee to report in writing, within thirty (30) days, any disciplinary action taken against the
4 licensee by another state, as set forth in Count II of the Complaint. Accordingly, Respondent
5 hereby agrees that:

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

8 b. The Board shall issue a public reprimand;

9 c. Respondent shall pay the Board Seven Hundred Sixteen and 32/100
10 (\$716.32), the fees and costs incurred as part of the Board's investigative, administrative, and
11 disciplinary proceedings against Respondent, as authorized by NRS 622.400, within thirty (30)
12 days of the Board's final order in this matter;

13 d. Count I of the Complaint shall be dismissed with prejudice; and

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

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

26 **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
28 resolution of the Complaint pending against Respondent. In the course of seeking Board

1 acceptance, approval, and adoption of this Agreement, counsel for the IC may communicate
2 directly with the Board staff and the adjudicating members of the Board.

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

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

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

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


28 **12. Attorneys' Fees and Costs.** Respondent agrees that in the event an action is


1 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
2 be entitled to recover reasonable attorneys' fees and costs.

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

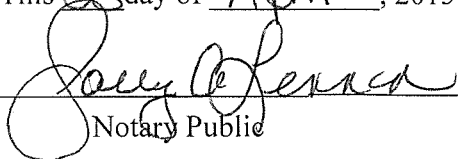
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13 Dated this 4th day of May, 2015.

Dated this 28 day of April, 2015.

14
15 By: 
16 Erin L. Albright, Esq.
17 Attorney for the Investigative Committee

UNDERSTOOD AND AGREED:
By: 
Irina Volkova, M.D.
Respondent

18 STATE OF NEW YORK)
19) ss.
20 COUNTY OF Schenectady
SUBSCRIBED and SWORN to before me

21 This 28 day of April, 2015.
22 
23 Notary Public

24
25 **SALLY A. LENNON**
26 NOTARY PUBLIC, STATE OF NEW YORK
27 Registration No. 01LE4992173
28 Qualified in Schenectady County
Commission Expires Feb. 24, 2016

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 \$716.32.

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

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