

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and
Complaint Against
IVAN LEE GOLDSMITH, M.D.,
Respondent.

Case No. 18-8756-1

FILED

DEC - 3 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and attorney for the IC, and Ivan Lee Goldsmith, M.D. (Respondent), a licensed Physician in Nevada, assisted by his attorney, E. Brent Bryson, Esq., hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor currently licensed (License No. 6116) in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since August 25, 1990.

2. On October 17, 2018, in Case No. 18-8756-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges: Count I, violation of NRS 630.306(1)(b)(3) (Engaging in Conduct That Violated Pharmacy Board Regulations); Count II, violation of NRS 630.301(9) (Disreputable

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter 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.

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Nevada State Board of Medical Examiners
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Reno, Nevada 89521
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1 Conduct); Count III, violation of NRS 630.306(1)(r) (Failure to Adequately Supervise a Medical
2 Assistant); Count IV, violation of NRS 630.306(1)(b)(3) (Engaging in Conduct That Violated
3 Pharmacy Board Regulations); Count V, violation of NRS 630.306(1)(b)(2) (Violation of
4 Standards of Practice); Count VI, violation of NRS 630.3062(1)(a) (Failure to Maintain Complete
5 Medical Records); Count VII, violation of NRS 630.306(1)(p) (Unsafe or Unprofessional
6 Conduct); Count VIII, violations of NRS 630.306(c) (Unauthorized Dispensing); Count IX,
7 violations of NRS 630.306(c) (Unauthorized Prescribing); Count X, violation of NRS
8 630.3062(1)(a) (Failure to Maintain Complete Medical Records).

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

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

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

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

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

8 **B. Terms & Conditions**

9 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
10 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
11 conditions:

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

15 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
16 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
17 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
18 matter materially changes prior to entering into this Agreement and for the duration of this
19 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
20 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
21 have a full consultation with and upon the advice of legal counsel.

22 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
23 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
24 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
25 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
26 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
27 may apply to him in connection with the administrative proceedings resulting from the Complaint
28 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in

1 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
2 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
3 Agreement, without a hearing or any further proceedings and without the right to judicial review.

4 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
5 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
6 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
7 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and
8 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
9 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
10 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
11 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
12 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
13 effectuate this Agreement.

14 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
15 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
16 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
17 the following terms and conditions are hereby agreed upon:

18 A. While not admitting that the Board's allegations as alleged in Count I have merit,
19 Respondent acknowledges that Nevada State Board of Pharmacy (Pharmacy Board) has entered a
20 final order so finding, and based solely thereon, admits to Count I.

21 B. Respondent admits to Counts V, VI and X.

22 C. Respondent's license to practice medicine in the state of Nevada shall be placed on
23 probation, and his license placed on "Inactive" status immediately upon signing this Agreement
24 until successful completion of the terms set forth in Paragraph D immediately following.

25 D. Respondent's license shall be subject to a term of probation for a period of time not
26 to exceed twenty-four (24) months from the date of the Board's acceptance, adoption and approval
27 of this Agreement (Probationary Period). Respondent must complete the following terms and
28 conditions within the Probationary Period and demonstrate compliance to the good faith

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1 satisfaction of the Board within twenty-four (24) months, or before Respondent resumes the
2 practice of medicine in Nevada during this probationary period, whichever is first; if Respondent
3 fails to demonstrate compliance with the terms and conditions of this Agreement within twenty-
4 four (24) months, or otherwise violates the terms of this Agreement or the Medical Practice Act,
5 then the IC shall be authorized to immediately suspend Respondent's license to practice medicine
6 in Nevada pending an Order To Show Cause Hearing on immediate revocation of his license,
7 which hearing will be duly noticed. The following terms and conditions shall apply during
8 Respondent's probationary period:

- 9 (1) Respondent shall complete the University of San Diego, Physician Assessment and
10 Competency Evaluation Program (PACE), Competency Assessment, and, if
11 recommended by PACE, the Fitness For Duty (FFD) evaluation, and pass all of the
12 above to the satisfaction of the Board;
- 13 (2) Respondent will pay the costs and expenses incurred in the investigation and
14 prosecution of the above-referenced matter within sixty (60) days of the Board's
15 acceptance, adoption and approval of this Agreement, the current amount being
16 \$7,168.05, not including any costs that may be necessary to finalize this Agreement.
- 17 (3) Respondent shall take twenty-two (22) hours of continuing medical education (CME)
18 related to best practices in the prescribing of controlled substances within three (3)
19 months from the date of the Board's acceptance, adoption and approval of this
20 Agreement. The aforementioned hours of CME shall be in addition to any CME
21 requirements that are regularly imposed upon Respondent as a condition of licensure
22 in the state of Nevada and shall be approved by the Board to meet this requirement
23 prior to their completion.
- 24 (4) Respondent shall pay a fine of \$1,000 per count admitted to hereby, consisting of four
25 (4) counts, for a total of \$4,000, within one hundred eighty (180) days of the Board's
26 acceptance, adoption and approval of this Agreement.
- 27 (5) During the probationary period, Respondent shall successfully complete all
28 requirements and comply with all orders, past or future, of the Pharmacy Board,

specifically including but limited to, the Pharmacy Board's Order issued on September 13, 2018, in its Case Numbered 17-101-CS-S, unless said Order is reversed or modified on Judicial Review, in which case, Respondent shall comply with any subsequent order, if any.

(6) During the probationary period, Respondent shall comply with all terms and conditions of any criminal sanctions incurred before or during the period of this agreement, if any, including probation or parole.

(7) During the probationary period, Respondent shall not supervise any Physician Assistant, or collaborate with any Advanced Practice Registered Nurse.

(8) Within twenty-four (24) months, or before Respondent resumes the practice of medicine in Nevada during this probationary period, whichever is first, Respondent shall appear before the Board at a public meeting and demonstrate compliance with all the terms and conditions of this Agreement, at which time, Respondent may complete an application for a change of status to "Active," and petition the Board to allow him to resume the practice of medicine. Provided that Respondent has fulfilled all the aforementioned terms and conditions as set for in this subsection D, committed no new violations of the Medical Practice Act from the date of this Agreement, and there exist at the time of his application no pending formal complaints or disciplinary actions against Respondent, and Respondent otherwise fulfills the requirements set forth in NRS 630.255, in such case, his application to return to active status shall be granted in good faith.

E. This Agreement shall be reported to the appropriate entities and parties as required by law, including, but not limited to, the National Practitioner Data Bank.

F. Respondent shall receive a Public Letter of Reprimand.

G. The other counts of the Complaint, and any other claims arising from Board Investigation Nos. 16-16726 and 18-18143, shall be dismissed with prejudice.

6. **Release From Liability.** In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,

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

11 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
12 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
13 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
14 this Agreement, counsel for the IC may communicate directly with the Board staff and the
15 adjudicating members of the Board.

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

23 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
24 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
25 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
26 and the remaining counts of the Complaint shall be dismissed with prejudice.

27 9. Effect of Rejection of Agreement by Board. In the event the Board does not
28 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and

1 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
2 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
3 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
4 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
5 this Complaint and from participating in disciplinary proceedings against Respondent, including
6 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
7 such member absent evidence of bad faith.

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

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

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

17 **13. Failure to Comply with Terms.** Should Respondent fail to comply with any term
18 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
19 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
20 medicine in Nevada pending an Order To Show Cause Hearing on immediate revocation of his
21 license, which will be duly noticed. Failure to comply with the terms of this Agreement, including
22 failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an
23 order of the Board, which may result in additional disciplinary action being taken against
24 Respondent. NRS 630.3065(2)(a).

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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 civil collection efforts.

3 Dated this 23 day of OCTOBER, 2018.

4 INVESTIGATIVE COMMITTEE OF THE
5 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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7 By: 

8 Aaron Bart Fricke, Esq., Deputy General Counsel
9 Attorney for the Investigative Committee

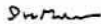
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11 Dated this 17th day of October, 2018.

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14 By: 

15 Richard Schonfeld, Esq.,
16 Attorneys for Respondent

17 Dated this ____ day of _____, 2018.

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22 Ivan Lee Goldsmith, M.D., Respondent
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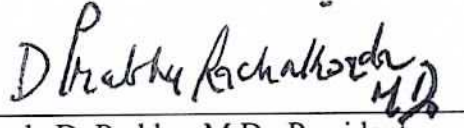
Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 895521

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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted
2 by the Nevada State Board of Medical Examiners on the 30th day of November, 2018, with the
3 final total amount of costs due of \$7,168.05.



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