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

\* \* \* \* \*

**In the Matter of Charges and  
Complaint Against  
IRWIN G. GLASSMAN, M.D.,  
Respondent.**

Case No. 13-6387-1

**FILED**

**MAR - 4 2016**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) and Irwin G. Glassman, M.D. (Respondent), a licensed physician in Nevada, represented by Patricia Daehnke, Esq., hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a physician licensed by the Board, pursuant to the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, Medical Practice Act), to practice medicine in Nevada, since July 11, 1981 (License No. 4299).

2. On May 13, 2013, the IC filed the formal Complaint (Complaint) in this matter charging Respondent with violations of the Medical Practice Act. Specifically, the Complaint alleges one count of failure to maintain timely, legible, accurate and complete medical records relating to the

<sup>1</sup> 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. Respondent does not concede to or admit the allegations of the Complaint but does not wish to contest the same and therefore agrees the Board has sufficient evidence to proceed. Respondent disputes and denies any violations of the Medical Practice Act, which but for his desire to reach a compromise in this matter, he would contest at a formal hearing. 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 diagnosis, treatment and care of a patient, a violation of NRS 630.3062(1), and one count of  
2 malpractice, a violation of NRS 630.301(4).

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 his rights regarding this administrative matter, and of  
7 his 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 his own expense, in the preparation and presentation of his  
12 defense, the right to confront and cross-examine the witnesses and evidence against him, 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 him.

15 5. Respondent understands that, under the Board's charge to protect the public 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 acknowledges that he is represented by counsel, Patricia Daehnke, Esq., and wishes to  
7 resolve this matter with counsel. Respondent agrees that if representation by counsel in this  
8 matter materially changes prior to entering into this Agreement and for the duration of this  
9 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
10 agrees that he knowingly, willingly, and intelligently enters into this Agreement after full  
11 consultation with and upon the advice of his counsel.

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 does not concede to or admit the allegations of the Complaint but does not wish to contest the  
28 same and therefore agrees the Board has sufficient evidence to proceed. Respondent disputes and

1 denies any violations of the Medical Practice Act, which but for his desire to reach a compromise  
2 in this matter, he would contest at a formal hearing. Respondent hereby agrees that the Board may  
3 issue an order finding that Respondent engaged in conduct that is grounds for discipline pursuant  
4 to the Medical Practice Act, to wit: one count of malpractice, a violation of NRS 630.301(4), as  
5 outlined in Count II of the Complaint:. Accordingly, Respondent hereby agrees that:

6 a. Respondent shall complete 15 hours of Continuing Medical Education  
7 (CME) within one year of the acceptance, adoption and approval of this Agreement by the Board  
8 on the topic of ectopic pregnancies, early pregnancies, complications, EHR and medical record  
9 keeping. The aforementioned hours of CME shall be in addition to any CME requirements that  
10 are regularly imposed upon Respondent as a condition of licensure in the state of Nevada and shall  
11 be approved by the Board prior to their completion;

12 b. Respondent shall pay a \$1,500.00 fine;

13 c. Count I of the Complaint is dismissed with prejudice;

14 d. Respondent shall pay the Board \$2,000.00, the fees and costs incurred as  
15 part of the Board's investigative, administrative and disciplinary proceedings against Respondent,  
16 as authorized by NRS 622.400, within 30 days of the Board's acceptance, adoption and approval  
17 of this Agreement; and

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

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

1 or by reason of, this investigation, this Agreement, or the administration of this case.

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

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

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

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

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

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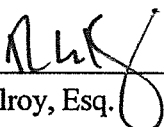
1           **11. Forum Selection Clause.** Respondent agrees that in the event either party is  
2 required to seek enforcement of this Agreement in district court, Respondent consents to such  
3 jurisdiction, and agrees that exclusive jurisdiction shall be in the Second Judicial District Court,  
4 state of Nevada, Washoe County.

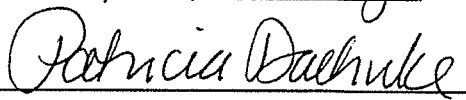
5           **12. Attorneys' Fees and Costs.** Respondent agrees that in the event an action is  
6 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
7 be entitled to recover reasonable attorneys' fees and costs.

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

17  
18 Dated this 17 day of Feb, 2015.

Dated this 9<sup>th</sup> day of February, 2015.

19 By:   
20 Robert Kilroy, Esq.  
21 Attorney for the Investigative Committee

By:   
Patricia Daehnke, Esq.  
Attorney for Respondent

**UNDERSTOOD AND AGREED:**

\_\_\_\_\_  
Irwin G. Glassman, M.D., Respondent  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

12. **Attorneys' Fees and Costs.** Respondent agrees 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). 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 civil collection efforts.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

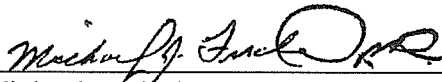
Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Robert Kilroy, Esq.  
Attorney for the Investigative Committee

By: \_\_\_\_\_  
Patricia Daehnke, Esq.  
Attorney for Respondent

**UNDERSTOOD AND AGREED:**  
  
Irwin G. Glassman, M.D., Respondent  
Dated this 17th day of Feb., 2015/2016

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 4<sup>th</sup> day of March 2016, with the final total amount of  
3 costs due of \$2,000.00.

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

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