

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

\* \* \* \* \*

**In the Matter of Charges and Complaint**  
**Against:**  
**IRA ALAN KLEIN, M.D.,**  
**Respondent.**

**Case No. 23-43977-1**

**23-43977-2**  
FILED

DEC 01 2023

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: Wmau

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through William P. Shogren, Deputy General Counsel for the Board and attorney for the IC, and Ira Alan Klein, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Crane Pomerantz, Esq., of the law firm of Clark Hill PLC hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. BACKGROUND**

1. Respondent is a medical doctor currently licensed 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. His license was originally issued on October 13, 2015 (License No. 16161).

**CASE NO. 23-43977-1**

2. On July 27, 2023, in Case No. 23-43977-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I) and one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records (Count II).

<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. 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.

**OFFICE OF THE GENERAL COUNSEL**  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 By reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
2 NRS 630.352.

3 **CASE NO. 23-43977-2**

4 3. On July 27, 2023, in Case No. 23-43977-2, the IC filed a formal Complaint  
5 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
6 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I) and one (1)  
7 violation of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records (Count II).  
8 By reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
9 NRS 630.352.

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

13 5. Respondent is hereby advised of his rights regarding this administrative matter, and  
14 of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent  
15 has certain rights in these administrative matters as set out by the United States Constitution, the  
16 Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is  
17 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is  
18 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on  
19 the allegations in the Complaints, the right to representation by counsel, at his own expense, in the  
20 preparation and presentation of his defense, the right to confront and cross-examine the witnesses  
21 and evidence against him, the right to written findings of fact, conclusions of law and order  
22 reflecting the final decisions of the Board, and the right to judicial review of the Board's orders, if  
23 the decisions are 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 actions 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 Complaints, 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 Complaints has been,  
13 a 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 in Case Nos. 23-43977-1 and 23-43977-2. Respondent agrees  
18 that if representation by counsel in these matters materially changes prior to entering into this  
19 Agreement and for the duration of this Agreement, that counsel for the IC will be timely notified  
20 of the material change. Respondent agrees that he knowingly, willingly and intelligently enters  
21 into this Agreement after deciding to have a full consultation with and upon the advice of legal  
22 counsel.

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

1 Complaints filed in this matter, including defense of the Complaints, adjudication of the  
2 allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions  
3 ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaints as  
4 set out by this Agreement, without hearings or any further proceedings and without the right to  
5 judicial review.

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

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

21 a. In order to resolve these Complaints pending against the Respondent,  
22 Respondent admits to the following counts:

23 i. **CASE NO. 23-43977-1:** Count II, Failure to Maintain Complete  
24 Medical Records.

25 ii. **CASE NO. 23-43977-2:** Count I, Malpractice, and Count II, Failure  
26 to Maintain Complete Medical Records.

27 b. Respondent will pay the costs and expenses incurred in the investigation  
28 and prosecution of the above-referenced matters in twelve (12) equal monthly payments beginning

1 February 1, 2024, continuing on March 1, 2024, April 1, 2024, May 1, 2024, June 1, 2024,  
2 July 1, 2024, August 1, 2024, September 1, 2024, October 1, 2024, November 1, 2024,  
3 December 1, 2024, and paid in full on or before January 1, 2025, with the total amount being  
4 seven thousand seven hundred eighty seven dollars and ninety-four cents (\$7,787.94).  
5 The payment plan is conditioned upon the Board's acceptance, adoption and approval of this  
6 Agreement.

7 c. Respondent shall pay a fine of seven thousand dollars (\$7,000.00) in twelve  
8 (12) equal monthly payments beginning February 1, 2024, continuing on March 1, 2024,  
9 April 1, 2024, May 1, 2024, June 1, 2024, July 1, 2024, August 1, 2024, September 1, 2024,  
10 October 1, 2024, November 1, 2024, December 1, 2024, and paid in full on or before  
11 January 1, 2025. The payment plan is conditioned upon the Board's acceptance, adoption and  
12 approval of this Agreement.

13 d. The Respondent shall perform a total of ten (10) hours of Continued  
14 Medical Education (CME) related to best practices in anesthesiology. These CME hours must be  
15 completed within one hundred eighty (180) days of the Board's acceptance, adoption and approval  
16 of this Agreement. The aforementioned hours of CME shall be in addition to any CME  
17 requirements that are regularly imposed upon Respondent as a condition of licensure in the State  
18 of Nevada and shall be approved by the Board to meet this requirement prior to their completion.

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

21 f. Respondent shall receive a Public Letter of Reprimand.

22 g. The remaining counts of the Complaints, and any other claims arising from  
23 the Board's corresponding investigative case files shall be dismissed with prejudice.

24 6. **Release from Liability.** In execution of this Agreement, Respondent understands  
25 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
26 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
27 are immune from civil liability for any decision or action taken in good faith in response to  
28 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the

1 State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer  
2 reviewers, committees, panels, hearing officers, consultants and agents from any and all manner of  
3 actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever,  
4 known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to  
5 have, against any or all of the persons, government agencies or entities named in this paragraph  
6 arising out of, or by reason of, this investigation, this Agreement or the administration of the case  
7 referenced herein.

8 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
9 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
10 resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption  
11 of this Agreement, counsel for the IC may communicate directly with the Board staff and the  
12 adjudicating members of the Board.

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

21 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
22 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
23 an order of the Board, and, pending full compliance with the terms herein, the cases shall be  
24 closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.

25 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not  
26 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
27 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
28 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement

1 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
2 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
3 these Complaints and from participating in disciplinary proceedings against Respondent, including  
4 adjudications of these cases; and (2) Respondent further agrees that he shall not seek to disqualify  
5 any such member absent evidence of bad faith.

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

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

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

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

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OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

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  
4 DATED this 17<sup>th</sup> day of October, 2023. DATED this 17<sup>th</sup> day of October, 2023.

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

CLARK HILL PLC

7  
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9 WILLIAM P. SHOGREN  
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*Attorney for Respondent*

14 DATED this 16 day of October, 2023.

15  
16 By: Ira Alan Klein  
17 IRA ALAN KLEIN, M.D.,  
18 Nevada License No. 16161  
19 *Respondent*



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 23-43977-1 and 23-43977-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 1st day of December, 2023.

DATED this 1st day of December, 2023.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
\_\_\_\_\_  
NICK M. SPIRTOS, M.D., F.A.C.O.G.  
*Board President*