BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

STATE BOARD OF REGISTRATION FOR THE HEALING ARTS	)	
Board,	)	
v	)	Case No 2003-001822
IRWIN ESTRINE D O	)	
Licensee	)	

SETTLEMENT AGREEMENT

Comes now Irwin Estrine, D O , (Licensee) and the State Board of Registration for the Healing Arts ("Board) and enter into this Agreement for the purpose of resolving the question of whether Licensee s license as a physician and surgeon will be subject to discipline Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621 045, RSMo

1 Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee, the right to appear and be represented by legal counsel the right to have all charges against Licensee proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing at the hearing against Licensee, the right to present evidence on Licensee's own behalf, the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and subsequently, the right to a disciplinary hearing before the Board at

which time evidence may be presented in mitigation of discipline Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee

2 Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee s license

3 Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter

4 The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered

5 Licensee understands and agrees that the Board will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended

I

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following

JOINT PROPOSED FINDINGS OF FACT

1 The Board is an agency of the state of Missouri created and established pursuant to § 334 120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo, Physicians and Surgeons

2 Licensee is licensed by the Board as a physician and surgeon, license number 30812, which license was first issued June 25 1966 Licensee s Missouri license is current, and was current at all times relevant hereto

3 The Michigan Board of Osteopathic Medicine and Surgery issued an Order effective March 8, 2003 reprimanding and assessing Licensee a $7 500 fine

4 The Michigan Order was issued due to violation of general duty. consisting of negligence or failure to exercise due care, including negligent delegation to or supervision of employees or other individuals whether or not injury results, or any conduct, practice, or condition which impairs, or may impair, the ability to safely and skillfully practice the health profession

JOINT PROPOSED CONCLUSIONS OF LAW

5 Based on the foregoing, Licensee s license is subject to disciplinary action pursuant to § 334 100 2(8), RSMo, which provides

> 2 The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter for any one or any combination of the following causes
>
> > (8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a

license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer

6 Licensee s conduct, as established by the foregoing facts, falls within the intendments of § 334 100 2(8), RSMo

7 Cause exists for Board to take disciplinary action against Licensee's license under § 334 100 2(8), RSMo

II

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621 110, RSMo This Agreement will be effective immediately on the date entered and finalized by the Board

A Effective the date the Board enters into the Agreement the medical license, number 30812, issued to Licensee is hereby VOLUNTARILY RETIRED Licensee understands that the retirement of his Missouri license will be reported to the National Practitioner Data Bank, the Health Integrity and Protection Data Bank, and the Federation of State Medical Boards as an action in lieu of discipline Within ten days of the effective date of this Agreement Licensee shall return all indicia of Missouri licensure to the Board, including, but not limited to, his wall-hanging license and pocket card

B Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536 087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable

C In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein

LICENSEE

Irwin Estrine, D O 12/25/03
Irwin Estrine, D O Date

BOARD

Tina Steinman 1/8/04
Tina Steinman Date
Executive Director

JEREMIAH W (JAY) NIXON
Attorney General

Zora Z Mulligan 1/6/04
Zora Z Mulligan Date
Assistant Attorney General
Missouri Bar No 54990

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(573) 751 1444

Attorneys for Board

EFFECTIVE THIS 8 DAY OF January, ~~2003~~ 2004