

1 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands
2 it, and has consulted with competent counsel A. Maria Maskall, Esq., concerning the nature and
3 significance of the Complaint and is fully advised concerning his rights and defenses to the
4 Complaint as well as the possible sanctions that may be imposed if the Board finds and concludes
5 that he has engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act
6 and after due consideration concedes that he is in violation of the Medical Practice Act as set forth
7 in counts I, II and III of the Complaint; and

8 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by
9 and between himself and the Board's Investigative Committee, and not with the Board, but that the
10 Investigative Committee will present this Agreement to the Board for consideration in open
11 session at a Board meeting, appropriately noticed, and that the Investigative Committee shall
12 advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
13 own discretion whether or not to approve this Agreement; and

14 **WHEREAS**, Respondent and the Investigative Committee each understand and agree that
15 if the Board approves the terms, covenants and conditions of this Agreement, then the terms,
16 covenants and conditions enumerated below shall be binding and enforceable upon Respondent
17 and the Board's Investigative Committee; and

18 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought
19 against Respondent by the Board's Investigative Committee in said matter, Respondent and the
20 Investigative Committee hereby agree to the following terms, covenants and conditions:

21 1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
22 proceedings pending against him without any further costs and expense of providing a defense to
23 the Complaint or to any amended complaints, Respondent hereby agrees that an order may be
24 entered herein by the Board finding that Respondent engaged in conduct that is grounds for
25 discipline pursuant to the Medical Practice Act to wit: one count of dependency on controlled
26 substances as set forth in count I of the Complaint, a violation of NRS 630.306(8); one count of
27 engaging in conduct which is a violation of a regulation adopted by the State Board of Pharmacy as
28 set forth in count II of the Complaint, a violation of NRS 630.306(2)(c); and one count of

1 administering, dispensing or prescribing a controlled substance or dangerous drug except as
2 authorized by law as set forth in count III of the Complaint, a violation of NRS 630.306(3) and
3 ordering that Respondent's license to practice medicine be suspended for a period of forty-eight
4 (48) months. Respondent shall receive ten (10) months credit for the time his license has been
5 suspended since May 2010; the remainder of the suspension shall be stayed and Respondent shall
6 be placed on probation for a period of sixty (60) months with the following terms and conditions:

- 7 a) Respondent shall be issued a public reprimand;
- 8 b) Respondent shall complete his contract with the PRN-PRN program through Monte
9 Vista Hospital and shall comply with all terms of his contract;
- 10 c) Respondent shall submit to any additional random hair or urine screens as required
11 by the Board and shall be responsible for any costs associated with the required tests;
- 12 d) Respondent shall provide the Compliance Officer of the Nevada State Board of
13 Medical Examiners with the best and most expeditious manner of contacting him;
- 14 e) Respondent shall provide the Compliance Officer with a list of all controlled
15 substances he is prescribed during the course of his probation.
- 16 f) Respondent shall not prescribe, dispense or administer any controlled substances
17 without the proper authorization from the Drug Enforcement Agency (DEA) and the Nevada State
18 Board of Pharmacy;
- 19 g) Respondent shall be subject to reviews of any of this records related to the ordering
20 of any wholesale drugs, the dispensing, administration and prescribing of any controlled substances
21 and patient care if necessary;
- 22 h) Respondent shall inform his employer of the terms of his probation;
- 23 i) Respondent shall notify the Compliance Officer of where he will be practicing
24 medicine at least forty-eight (48) hours prior to starting to practice;
- 25 j) Respondent shall pay any costs associated with monitoring of his compliance with
26 these terms of probation. Respondent shall remit to the Nevada State Board of Medical Examiners
27 such costs within thirty (30) days of being presented with an invoice for said compliance costs;

28

1 k) Any positive drug screen for any controlled substance or dangerous drug that
2 Respondent does not hold a valid prescription for shall result in the immediate suspension of his
3 license pending proceedings to determine whether or not to impose the stayed suspension of his
4 license.

5 l) Respondent shall sign any necessary releases to allow the Nevada State Board of
6 Medical Examiners to monitor his compliance with the terms of his probation, including
7 releases with all treatment providers and physicians from whom he receives prescriptions for, is
8 administered or dispensed any controlled substance, schedule II- IV.

9 m) Should Respondent be released from his contract with the PRN-PRN program
10 prior to the end of the term of his probation and should he remain in compliance with all terms
11 of his probation through the entirety of the term, Respondent may make a written request to the
12 Board that his probation be terminated and that all terms and conditions of his probation be
13 lifted. Respondent would be responsible to provide any requested additional proof of
14 compliance with all conditions of this Agreement and, if requested, appear in front of the
15 Nevada State Board of Medical Examiners at a regularly scheduled Board meeting prior to the
16 termination of his probationary status.

17 It is further ordered that Respondent's license to practice medicine shall be reinstated.
18 Respondent shall further be ordered to reimburse the Board the reasonable costs and expenses
19 incurred in the investigation and prosecution of this case, the current amount being \$4698.50, not
20 including any costs that may be necessary to finalize this Agreement. The costs and fines shall be
21 paid to the Nevada State Board of Medical Examiners within one hundred eighty (180) days of
22 the acceptance of this Agreement by the Board. It shall be further ordered that count IV of the
23 Complaint is dismissed.

24 2. **Jurisdiction.** Respondent was at all times mentioned in the Complaint filed in the
25 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada
26 subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the
27 Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

28

1 4. Waiver of Rights. Respondent covenants and agrees that he enters into this
2 Agreement knowingly, willingly, and intelligently and with the advice of above identified counsel.
3 In connection with this Agreement, and the terms, covenants and conditions contained herein,
4 Respondent knowingly, willingly and intelligently, waives all rights arising under or pursuant to
5 the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS
6 Chapter 233B that may be available to Respondent or that may apply to Respondent in connection
7 with the proceeding regarding the Complaint filed herein, the defense of said Complaint and the
8 adjudication of the charges in said Complaint, and Respondent further agrees that the matter of the
9 disciplinary action commenced by the filing of the complaint herein may be settled and resolved in
10 accordance with this Agreement without a hearing or any further proceeding, and without the right
11 to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall
12 have no force and effect and Respondent shall have all rights arising under or pursuant to the
13 United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS
14 Chapter 233B that may be available to Respondent or that may apply to Respondent in connection
15 with the proceeding on the complaint filed herein.

16 4. Acknowledgement of Reasonable Basis to Proceed. Respondent covenants and
17 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent
18 violated one or more provisions of the Medical Practice Act.

19 5. Procedure for Adoption of Agreement. It is expressly understood that this
20 Agreement will only become effective if the Board approves the recommendation of the
21 Investigative Committee for acceptance. The Investigative Committee and counsel for the
22 Investigative Committee shall recommend approval of the terms, covenants and conditions
23 contained herein by the Board in resolution of the disciplinary proceedings pending herein
24 against Respondent pursuant to the Complaint. In the course of seeking Board approval of this
25 Agreement, counsel for the Investigative Committee may communicate directly with the Board
26 staff and members of the panel of the Board who would adjudicate this case if it were to go to
27 hearing. Respondent covenants and agrees that such contacts and communication may be made
28 or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his

1 counsel until the public Board meeting where this Agreement is discussed, and that such
2 contacts and communications may include, but not be limited to, matters concerning this
3 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in
4 support of the Complaint, and any and all information of every nature whatsoever related to the
5 complaint against Respondent. The Investigative Committee and its counsel agree that
6 Respondent and his counsel may appear at the Board meeting where this Agreement is discussed
7 in order to respond to any and all questions that may be addressed to the Investigative
8 Committee or its counsel at such meeting.

9 6. Effect of Acceptance of Agreement by Board. In the event the Board approves
10 the terms, covenants and conditions set out in this Agreement, counsel for the Investigative
11 Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver
12 and Consent Agreement, ordering full compliance with the terms herein and ordering that this
13 case be closed, subject to the provisions in Paragraph 1.

14 7. Effect of Rejection of Agreement by Board. In the event the Board does not
15 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be
16 null, void, and of no further force and effect except as to the following covenant and agreement
17 regarding disqualification of adjudicating Board panel members. Respondent agrees that,
18 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
19 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
20 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
21 panel of the Board from considering the charges against Respondent and participating in the
22 disciplinary proceedings in any role, including adjudication of the case, and Respondent further
23 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

24 8. Release From Liability. In execution of this Agreement, the Respondent, for
25 himself, his executors, successors and assigns, hereby releases and forever discharges the state
26 of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
27 employees in their representative capacities, and in their individual capacities absent evidence of
28 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,

1 executions, claims and demands whatsoever, known and unknown, in law or equity, that
2 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
3 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
4 action, this settlement or its administration, in connection with the complaint. The Investigative
5 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
6 complaint, with the understanding that the final decision rests with the Board.

7 9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
8 binding and enforceable contract upon Respondent and the Board's Investigative Committee,
9 which contract may be enforced in a court or tribunal having jurisdiction subject to the
10 provisions set forth in Paragraph 7 above.

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

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

18 12. **Failure to comply with terms.** In the event the Board enters its Order approving
19 this Agreement, should Respondent fail to comply with the terms recited herein, the Board
20 would then have grounds, after notice and a hearing, to take disciplinary action against
21 Respondent in addition to that included herein for the subject's violation of an Order of the
22 Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

reimburse the Board for monies agreed to be paid as a condition of settlement, may subject Respondent to civil collection efforts.

Dated this 18th day of Feb of 2011.

By: Lyn E. Beggs
Lyn E. Beggs, Esq.
Attorney for the Investigative Committee

Dated this 18th day of Feb, 2011.

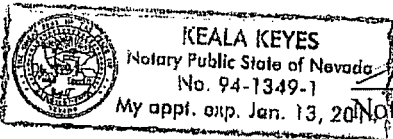
By: A. Maria Maskall
A. Maria Maskall, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

Joel Washinsky MD
Joel Washinsky, M.D., Respondent

Dated this 18th day of FEB, 2011.

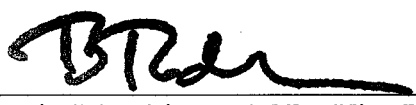
Subscribed and sworn to before me
this 18th day of FEBRUARY 2011.



Keala Keyes
Notary Public

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 11th day of March 2011, with the final total amount of costs due of \$4,698.50.



Benjamin J. Rodriguez, M.D., Vice President
NEVADA STATE BOARD OF MEDICAL EXAMINERS