

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

3 \* \* \* \* \*

4 **In the Matter of Charges and**  
5 **Complaint Against**  
6 **JOHN WOOD GRINSELL, M.D.,**  
7 **Respondent.**

Case No. 18-27627-1

**FILED**  
DEC - 3 2018  
NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: \_\_\_\_\_

8  
9 **SETTLEMENT AGREEMENT**

10 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
11 (Board), by and through Robert Kilroy, Esq., General Counsel for the Board and attorney for the  
12 IC, and John Wood Grinsell, M.D. (Respondent), a licensed physician in Nevada, by and through  
13 his counsel, Hoy Chrissinger Kimmel Vallas, PC, and Thomas A. Vallas, Esq., hereby enter into  
14 this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

15 **A. Background**

16 1. Respondent is a medical doctor currently licensed in an "Inactive" status (since  
17 September 30, 2016) by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and  
18 Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to  
19 practice medicine in Nevada since April 9, 2003 (License No. 10449).

20 2. On July 31, 2018, in Case No. 18-27627-1, the IC filed a formal Complaint  
21 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, this  
22 Complaint alleges: Count I, a violation of NRS 630.306(1)(b)(2)/NAC 630.230(1)(c); Count II, a  
23 violaton of NRS 630.306(1)(p)/NAC 630.230(1)(c); Count III, a violation of NRS 630.306(1)(a);  
24 Count IV, a violation of NRS 630.301(6).

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26  
27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 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.

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

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

6           5.     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, the Nevada Open Meeting Law (OML), which is contained in  
10 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA) applicable to certain  
11 regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include the right  
12 to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at his  
13 own expense, in the preparation and presentation of his defense, the right to confront and cross-  
14 examine the witnesses and evidence against him, the right to written findings of fact, conclusions of  
15 law and order reflecting the final decision of the Board, and the right to judicial review of the Board's  
16 order, if the decision is adverse to him.

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

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

1           **B. Terms & Conditions**

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

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

8           **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
9 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters  
10 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter  
11 materially changes prior to entering into this Agreement and for the duration of this Agreement,  
12 that counsel for the IC will be timely notified of the material change. Respondent agrees that he  
13 knowingly, willingly and intelligently enters into this Agreement after full consultation with and  
14 the assistance of legal counsel.

15           **3. Waiver of Rights.** In connection with this Agreement, and the associated terms  
16 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
17 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
18 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that  
20 may apply to him in connection with the administrative proceedings resulting from the Complaint  
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25           **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges  
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
27 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is  
28 not admitting that the IC's claims/counts as alleged in the Complaint have merit. Respondent is

1 agreeing to resolve this matter to avoid the costs of a hearing and potential subsequent litigation.  
2 Respondent asserts if this matter were to proceed to hearing, she has evidence, witnesses, expert  
3 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of  
4 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,  
5 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

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

- 10       a. Respondent admits to violating the following:  
11               (1) Count I, NRS 630.306(1)(b)(2)/NAC 630.230(1)(c); and,  
12               (2) Count III, NRS 630.306(1)(a).  
13       b. The IC will dismiss Count II, NRS 630.306(1)(p)/NAC 630.230(1)(c) and Count IV,  
14       NRS 630.301(6) with prejudice.  
15       c. Respondent will pay the costs and expenses incurred in the investigation and  
16       prosecution of the above-referenced matter within sixty (60) days of the Board's  
17       acceptance, adoption and approval of this Agreement, the current amount being \$1,000.00,  
18       not including any costs that may be necessary to finalize this Agreement.  
19       d. Respondent shall take six (6) hours of continuing medical education (CME) related  
20       to substance abuse (3 hours) and stress management (3 hours) within six (6) months from  
21       the date of the Board's acceptance, adoption and approval of this Agreement. The  
22       aforementioned hours of CME shall be in addition to any CME requirements that are  
23       regularly imposed upon Respondent as a condition of licensure in the State of Nevada and  
24       shall be approved by the Board prior to their completion.  
25       e. This Agreement shall be reported to the appropriate entities and parties as required  
26       by law, including, but not limited to, the National Practitioner Data Bank.  
27       f. Respondent shall receive a Public Letter of Reprimand.

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1 g. Respondent shall participate in a Professional Monitoring Program (Program)  
2 approved by the Board and enter into an agreement with that Program that specifies the  
3 requirements of the Program. Respondent will comply fully with that Program until  
4 further ordered by the Board or IC or by mutual agreement between Respondent and the  
5 Board/IC. Respondent will submit a copy of the executed Program agreement to the Board  
6 within fifteen (15) days following the Board's acceptance, adoption and approval of this  
7 Agreement and entry of a final order making this Agreement an order of the Board.

8 h. Within forty-five (45) days following the Board's acceptance, adoption and  
9 approval of this Agreement and entry of a final order making this Agreement an order of the  
10 Board, Respondent will obtain an independent medical evaluation (IME) from a provider  
11 specializing in the evaluation of physicians and approved by the Board. Respondent will cause the  
12 IME provider to submit his or her evaluation of Respondent to the Board.

13 i. Pursuant to NRS 630.255, Respondent may complete an application for a change of  
14 status from "Inactive" to "Active" and petition the Board to allow him to resume the practice of  
15 medicine so long as Respondent remains compliant with terms and conditions of sections g & h  
16 above, and reserves the right to modify and/or adjust the terms and conditions upon Respondent's  
17 practice of medicine to ensure he is competent and compliant with his Program.

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

3       7.     **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
4 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
5 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
6 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
7 adjudicating members of the Board. Respondent acknowledges that such contacts and  
8 communications may be made or conducted ex parte, without notice or opportunity to be heard on  
9 his part until the public Board meeting where this Agreement is discussed, and that such contacts  
10 and communications may include, but may not be limited to, matters concerning this Agreement,  
11 the Complaint and any and all information of every nature whatsoever related to this matter. The  
12 IC and its counsel agree that Respondent may appear at the Board meeting where this Agreement  
13 is discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's  
14 counsel.

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

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

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

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

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

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

19 Dated this 27 day of NOV, 2018.

20 By: [Signature]  
21 Robert Kilroy, Esq., General Counsel  
22 Attorney for the Investigative Committee

23 Dated this 27<sup>th</sup> day of November, 2018.

24 HOY, CHRISSINGER, KIMMEL, VALLAS, PC  
25 By: [Signature]  
26 Thomas A. Vallas, Esq.  
27 Attorney for Respondent

28 Dated this 27 day of November 2018.

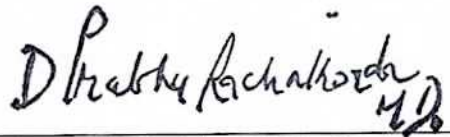
[Signature]  
John Wood Grinsell, M.D., Respondent

**OFFICE OF THE GENERAL COUNSEL**

Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 895521  
(775) 688-2559

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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 30th day of November, 2018, with the final total amount of costs due of \$1,000.



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