



1 NRS 630.3065(2)(1), Failure to Comply with Investigative Committee Order to Appear.

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

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

7 5. Respondent is hereby advised of his rights regarding this administrative matter, and of  
8 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
9 certain rights in this administrative matter as set out by the United States Constitution, the Nevada  
10 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in  
11 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in  
12 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the  
13 Complaint, the right to representation by counsel, at his own expense, in the preparation and  
14 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against  
15 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of  
16 the Board, and the right to judicial review of the Board's 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.

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**B. Terms & Conditions**

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

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

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

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

4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
7 effectuate this Agreement.

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

12 a. Respondent admits to Counts I, III and V as violations of NRS 630.306(1)(b)(2),  
13 Violation of Standards of Practice, and Counts II, IV and VI as violations of NRS 630.3062(1)(a),  
14 Failure to Maintain Proper Medical Records, and Count XVII as a violation of NRS 630.3065(2)(a),  
15 Failure to Comply with Investigative Committee Order to Appear.

16 b. Respondent will pay the costs and expenses incurred in the investigation and  
17 prosecution of the above-referenced matter within six (6) months of the Board's acceptance,  
18 adoption and approval of this Agreement, the current amount being \$4516.25, not including any  
19 costs that may be necessary to finalize this Agreement by making six monthly payments of  
20 \$752.71. First payment due on December 18, 2020, and last payment tendered no later than  
21 June 4, 2021.

22 c. Respondent shall pay a fine of \$2500.00 within five (5) months of the Board's  
23 acceptance, adoption and approval of this Agreement by making five monthly payments of  
24 \$500.00. First payment due on December 18, 2020, and last payment tendered no later than  
25 May 4, 2021.

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

28 e. Respondent shall receive a Public Letter of Reprimand.

1 f. The remaining counts of the Complaint, and any other claims arising from the  
2 following Board Investigations: 17-16977, 17-17022, 18-18312, 18-18396, 20-19395, 20-19397,  
3 20-19707 shall all be dismissed with prejudice.

4 g. Respondent shall take twenty (20) hour of live, in-person continuing medical  
5 education (CME) related to best practices in the prescribing of controlled substances before or  
6 within the four (4) months from the date of the Board's acceptance, adoption and approval of this  
7 Agreement. The aforementioned hours of CME *shall be in addition* to any CME requirements  
8 that are regularly imposed upon Respondent as a condition of licensure in the State of Nevada and  
9 shall be approved by the Board prior to their completion.

10 h. Respondent shall immediately use E-prescribing protocols as set forth in NRS  
11 639.23535<sup>2</sup>, which requires a prescription for a controlled substance must be given to a pharmacy

12 \_\_\_\_\_  
13 <sup>2</sup>NRS 639.23535 Electronic transmission of prescriptions for controlled substances to pharmacy required;  
14 exceptions; exemptions; alternative methods if excepted or exempted; construction of section; regulations;  
15 penalties. [Effective January 1, 2021.]

16 1. Except as otherwise provided in this subsection and except as otherwise provided by regulations adopted  
17 by the Board, a prescription for a controlled substance must be given to a pharmacy by electronic transmission in  
18 accordance with the regulations adopted by the Board. The requirements of this subsection do not apply to a  
19 prescription:

- 20 (a) Issued by a veterinarian;
- 21 (b) Issued under circumstances prescribed by regulation of the Board where:
- 22 (1) Electronic transmission is unavailable due to technologic or electronic failure; or
- 23 (2) The drug will be dispensed at a pharmacy located outside of this State;
- 24 (c) Issued by a practitioner who will also dispense the drug;
- 25 (d) That includes, without limitation, information that is not supported by the program for electronically  
26 transmitting prescriptions prescribed by the National Council for Prescription Drug Programs or its successor  
27 organization or, if that entity ceases to exist, a program designated by the Board;
- 28 (e) For which electronic prescribing is prohibited by federal law;
- (f) That is not issued for a specific patient;
- (g) Issued pursuant to a protocol for research;
- (h) Issued by a practitioner who has received a waiver from the Board pursuant to subsection 2; or
- (i) Issued under circumstances in which the practitioner determines that:
- (1) The patient is unable to obtain the drug in a timely manner if the prescription is given by electronic  
transmission; and
- (2) Delay will adversely affect the patient's medical condition.

24 2. The Board may exempt a practitioner from the requirements of subsection 1 for not more than 1 year if the  
25 Board determines that the practitioner is unable to give a prescription to a pharmacy by electronic transmission  
26 because of economic hardship, technological limitations that are not within the control of the practitioner or other  
27 exceptional circumstances.

26 3. A prescription for a controlled substance given to a pharmacy by a means other than electronic transmission  
27 under the conditions prescribed in subsection 1 or 2 must be given:

- 28 (a) Directly from the practitioner to a pharmacist;
- (b) Indirectly by means of an order or written prescription signed by the practitioner;
- (c) By an order transmitted orally by an agent of the practitioner; or
- (d) By transmission using a facsimile machine.

4. This section must not be construed to require a pharmacist to:

1 by electronic transmission in accordance with the regulations adopted by the Nevada Board of  
2 Pharmacy, and Respondent shall be subject to unannounced inspections and random monitoring of  
3 his prescribing controlled substances to his patients.

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

16       **7. Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
17 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
18 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of

19       (a) Verify that a prescription that is given by means other than electronic transmission meets the requirements of  
20 subsection 1; or

21       (b) Require a practitioner to indicate in a prescription for a controlled substance given to a pharmacy by means  
22 other than electronic transmission under the conditions prescribed in subsection 1 or 2 the circumstances authorizing  
23 the alternative means of delivery.

24       5. If the Board determines that a person has violated any provision of this section or any regulations adopted  
25 pursuant thereto, the Board may:

26       (a) Issue and serve on the person an order to cease and desist the conduct, which must include, without limitation,  
27 the telephone number to contact the Board.

28       (b) Issue a citation to the person. A citation issued pursuant to this subsection must be in writing, describe with  
particularity the nature of the violation and inform the person of the provisions of this subsection. Each activity in  
which the person is engaged constitutes a separate offense for which a separate citation may be issued. To appeal a  
citation, the person must submit a written request for a hearing to the Board not later than 30 days after the date of  
issuance of the citation.

      (c) Assess against the person an administrative fine of not more than \$5,000.

      (d) Impose any combination of the penalties set forth in paragraphs (a), (b) and (c).

      6. Violation of any provision of this section or any regulations adopted pursuant thereto is subject only to the  
administrative penalties described in subsection 5 and any professional discipline imposed by the Board.

(Added to NRS by 2019, 2208, effective January 1, 2021)

1 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
2 adjudicating members of the Board.

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

11 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
12 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
13 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
14 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

26 **11. Forum Selection Clause.** The parties agree that in the event either party is  
27 required to seek enforcement of this Agreement in district court, the parties consent to such  
28 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,

1 State of Nevada, Washoe County.

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

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

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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 9th day of November, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS


By:   
Robert G. Kilroy, General Counsel  
Attorney for the Investigative Committee

Dated this \_\_\_\_ day of November, 2020.

Murphy Jones APC.

By: \_\_\_\_\_  
Kevin C. Murphy, Esq.  
Attorney for Respondent

Dated this 7 day of November, 2020.

  
Richard D. Washinsky, M.D.  
Respondent

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(775) 688-2539

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 Dated this \_\_\_\_\_ day of November, 2020.

4  
5 INVESTIGATIVE COMMITTEE OF THE  
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

7 By: \_\_\_\_\_  
8 Robert G. Kilroy, General Counsel  
9 Attorney for the Investigative Committee

10 Dated this 10<sup>th</sup> day of November, 2020.

11 Murphy Jones APC.

12 By: \_\_\_\_\_  
13 Kevin C. Murphy, Esq.  
14 Attorney for Respondent

15 Dated this 7 day of November, 2020.

16 Richard Washinsky M.D.  
17 Richard D. Washinsky, M.D.  
18 Respondent  
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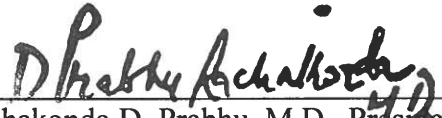
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**ORDER**

**IT IS HEREBY ORDERED**, that the foregoing Settlement Agreement (Case No. 20-8462-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of December, 2020, with the final total amount of costs due of four thousand five hundred sixteen dollars and twenty-five cents (\$4,516.25).

DATED this 4<sup>th</sup> day of December, 2020.

  
\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
Nevada State Board of Medical Examiners