


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

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

3 * * * * *

4 **In the Matter of Charges and Complaint**
5 **Against:**
6 **SHERMAN WASHINGTON, M.D.,**
7 **Respondent.**

Case No. 21-41427-1

FILED
DEC 03 2021
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 Aaron Bart Fricke, Esq., General Counsel for the Board and attorney for
12 the IC, and Sherman Washington, M.D. (Respondent), a licensed physician in Nevada, hereby
13 enter into this Settlement Agreement (Agreement) based on the following:¹

14 **A. BACKGROUND**

15 1. Respondent is a medical doctor currently licensed in active status by the Board
16 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
17 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
18 issued on February 7, 2014 (License No. 15168).

19 2. On August 30th, 2021, in Case No. 21-41427-1, the IC filed a formal Complaint
20 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
21 Complaint alleges one (1) count of violation of NRS 630.301(4), Malpractice, one (1) count of
22 violation of NRS 630.305(1)(e), Aiding the Unlicensed Practice of Medicine, one (1) count of
23 violation of NRS 630.306(1)(b)(3), Engaging in Conduct that Violated Pharmacy Board Regulations,
24 one (1) count of violation of NRS 630.3062(1)(h), Fraudulent, Illegal, Unauthorized and Otherwise

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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters and
28 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.

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1 Inappropriate Prescribing of Controlled Substances, and one (1) count of violation of
2 NRS 630.306(1)(p), Unsafe or Unprofessional Conduct.

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

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

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

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

23 7. Respondent understands and agrees that this Agreement, by and between
24 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
25 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
26 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
27 Board has the right to decide in its own discretion whether or not to approve this Agreement.

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1 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. TERMS & CONDITIONS**

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

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

10 **2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.**

11 Respondent acknowledges he is not represented by counsel, he has had the opportunity to engage
12 counsel to represent him in this matter, and he wishes to resolve the matters addressed herein
13 without counsel. Respondent agrees that if representations he makes in this matter materially
14 change prior to entering into this Agreement and for the duration of this Agreement, that counsel
15 for the IC will be timely notified of the material change. Respondent agrees that he knowingly,
16 willingly and intelligently enters into this Agreement after deciding represent himself in this
17 matter in lieu of engaging counsel to represent him.

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

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1 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
2 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
3 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges that
4 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
5 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
6 evidence, witnesses, expert witness(es) and defenses to the count/claim alleged in the Complaint,
7 but for the purposes of resolving these matters and for no other purpose, Respondent waives the
8 presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this
9 Agreement.

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

14 a. Respondent admits to all counts as alleged in the Complaint, Count I,
15 violation of NRS 630.301(4), Malpractice, Count II, violation of NRS 630.305(1)(e), Aiding the
16 Unlicensed Practice of Medicine, Count III, violation of NRS 630.306(1)(b)(3), Engaging in
17 Conduct that Violated Pharmacy Board Regulations, Count IV, violation of NRS 630.3062(1)(h),
18 Fraudulent, Illegal, Unauthorized and Otherwise Inappropriate Prescribing of Controlled
19 Substances, and Count V, violation of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct.

20 b. Respondent's license to practice medicine shall be placed on probation for a
21 period of twenty-four (24) months from the date of the Board's acceptance, adoption and approval
22 of this Agreement. During the probation period, should Respondent commit any new violations of
23 the Medical Practice Act or fail to comply with any term or condition of this Agreement, the IC
24 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada
25 pending an Order to Show Cause Hearing maintaining the suspension pending final adjudication
26 by the Board of the alleged violation.

27 c. Respondent shall pay a fine in the amount of five thousand dollars (\$5,000)
28 within sixty (60) days of the Board's acceptance, adoption, and approval of this Agreement.

1 d. Respondent shall pay the costs and expenses incurred in the investigation
2 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
3 adoption and approval of this Agreement, in the amount of two thousand one hundred forty-two
4 dollars and forty-eight cents (\$2,142.48).

5 e. Respondent shall complete twenty-two (22) hours of continuing medical
6 education (CME) regarding medical ethics and professionalism within six (6) months of the date
7 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
8 CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
9 as a condition of licensure in the State of Nevada, and shall be approved by the Board to meet this
10 requirement prior to their completion, and proof of completion shall be provided to the Board.

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

13 g. Respondent shall receive a Public Letter of Reprimand.

14 h. The remaining counts of the Complaint, if any, and any other claims arising
15 from the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

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1 7. **Procedure for Adoption of Agreement** The IC and counsel for the IC shall
2 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
3 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,
4 and Respondent hereby waives notice of the same, whether under the United States Constitution,
5 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the
6 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC
7 may communicate directly with the Board staff and the adjudicating members of the Board.

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

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

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

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 jurisdiction shall be in the Second Judicial District Court, State of
6 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).

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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 any civil and administrative collection
3 efforts available.

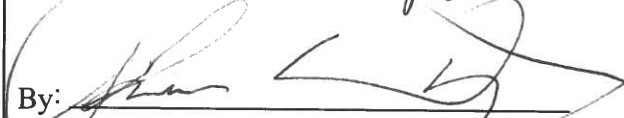
4 DATED this 5th day of October, 2021.

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

7
8 By: 

AARON BART FRICKE, J.D.
General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: africke@medboard.nv.gov
Attorney for the Investigative Committee

14 DATED this 30 day of September 2021.

16 By: 

SHERMAN WASHINGTON, M.D.,
Nevada License No. 15168
Respondent

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 21-41427-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of December, 2021.

DATED this 3RD day of December, 2021.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 
VICTOR M. MURO, M.D.
Board President