

NEVADA STATE BOARD OF PHARMACY
431 W. Plumb Lane ~ Reno, NV 89509 ~ 775/850-1440

(This application can not be used by PA's or APN's)
CONTROLLED SUBSTANCE APPLICATION
Registration Fee: \$80.00 (non-refundable)

First: Kent Middle: Alan Last: Swaine Degree: MD
Practice Name (if any): Diagnostic Center of Medicine
Nevada Address: 861 Coronado Center Drive Suite #: 100
(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)
PO Box: _____ E-mail address: Hames @ DCOMNV.com
City: Henderson State: NV Zip Code: 89052
Nevada Telephone: (702) 454-1322 Nevada Fax: (702) 454-1624
Date of Birth: _____ Sex: (M) or F
Practitioner License Number: 13917 Specialty: Family Practice

You must be licensed with your respective BOARD before we will process this application.

- 1) I have I have not been diagnosed or treated in the last five years for a mental illness or a physical condition that would impair my ability to perform any of the essential functions of my license, including alcohol or substance abuse.
- 2) I have I have not been charged, arrested or convicted of a felony or misdemeanor.
- 3) I have I have not been the subject of an administrative action whether completed or pending.
- 4) I have I have not had a license suspended, revoked, surrendered or otherwise disciplined, including any action against my license that was not made public.

If you checked "I have" to questions 2, 3 or 4 above, please include the following information and provide an explanation and/or documents.

a) Board Administrative Action and/or State: NV Date: 10/14/08 Case Number: 07-20873

b) Criminal Action State: _____ Date: _____ Case Number: _____

County: _____ Court: _____

I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished on this application are true, accurate and correct.

[Signature]
Signature

6/14/11
Date

Board Use Only

Received: JUN 23 2011 Check Number: 406 Amount: 80-

57194

6/14/2011

Nevada State Board of Pharmacy

RE: Kent Alan Swaine, M.D.

NSBME Case Number: 07-20873-1

On 10/14/2008 my Nevada State medical license was revoked by the NSBME for breaking my probation set by the NSBME for substance abuse. I then went to rehab treatment at Betty Ford Treatment Center for a period of six months. I am an active member of the Nevada Professionals Assistance Program and have been sober for almost three years now. My Nevada State medical license was reinstated on 6/10/2011 by the NSBME.

Sincerely,



Kent Alan Swaine, M.D.

6/14/2011

email: swaine.kent@gmail.com
Phone: (702) 596-2080

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

* * * * *

In The Matter of the License of)
) License no. 13917
)
)
KENT ALAN SWAINE, M.D.,)
)
)
Licensee.)
_____)

ORDER

The application for licensure of Kent Alan Swaine, M.D., came on before the Nevada State Board of Medical Examiners, hereinafter "Board," for consideration at a regularly scheduled meeting of the Board on June 10, 2011, at the Board's office located at 1105 Terminal Way, Suite 301, Reno, Nevada, 89502, and by video conference at the offices of the Nevada State Board of Dental Examiners located at 6010 S. Rainbow Boulevard, Building A, Suite 1, Las Vegas, Nevada 89118. Kent Alan Swaine, M. D. was present in Reno.

After consideration of the application and speaking with Dr. Swaine regarding his application, the Board enters the following order:

IT IS HEREBY ORDERED that Kent Alan Swaine, M.D., is granted a license to practice medicine in the state of Nevada subject to the following conditions:

- a. Dr. Swaine must remain in compliance with and complete all the terms of his contract with the Nevada Professionals Assistance Program (NPAP);
- b. For a period of three years, all prescriptions written by Dr. Swaine for controlled substances, all schedules, must be cosigned by a physician at the Diagnostic Center of Medicine;
- c. Dr. Swaine shall comply with all federal, state and local laws and rules governing the practice of medicine in Nevada at all times he is practicing within the state;

1 d. Dr. Swaine shall not prescribe any controlled substance or dangerous drug
2 as defined in NRS 454 to any member of his immediate family or himself and shall
3 prescribe controlled substances or dangerous drugs only in the manner authorized by
4 law;

5 e. Dr. Swaine shall submit to random alcohol and/or drug screens requested
6 by the Nevada State Board of Medical Examiners in addition to any such screens
7 required by NPAP, at his own expense;

8 f. Dr. Swaine shall notify the Nevada State Board of Medical Examiners
9 within forty-eight (48) hours of any arrest or criminal conviction, including
10 misdemeanors, or any admission for treatment of substance abuse or psychological
11 illness;

12 g. Dr. Swaine must practice only with one or more Nevada licensed
13 physicians and must provide a copy of this agreement to all his practice partners and
14 obtain from them a written acknowledgement that they have received said copy;

15 h. Dr. Swaine shall submit to a psychological and/or psychiatric evaluation if
16 requested to do so by the Nevada State Board of Medical Examiners and shall sign any
17 necessary release of information for the results to be forwarded to the Board;

18 i. Dr. Swaine shall be responsible for the reasonable costs, if any, of
19 monitoring his compliance with these conditions and shall remit said costs within thirty
20 (30) days of the due date of any invoice presented by the Board.

21 Conditions "e" through "i" of this Order shall remain in effect until
22 December 1, 2015.

23 Failure to comply with the terms of this Order is grounds for disciplinary action
24 being initiated pursuant to Nevada Revised Statute Section 630.3065(2)(a).

25 Dated this ___ day of June, 2011.

26 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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28 _____
Charles N. Held, M.D., President
Nevada State Board of Medical Examiners

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

In the Matter of the Charges and
Complaint Against:

KENT ALAN SWAINE, M.D.,

Respondent.

)
) Case No. 07-20873-1
) *October 14, 2008*

)
) 
) **Executive Director**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The above-entitled matter came on regularly for decision before the Nevada State Board of Medical Examiners, hereinafter "Board," on Friday, October 3, 2008, at the Board's Office located at 1105 Terminal Way, Suite 301, Reno, Nevada 89502, on the Motion for Order to Show Cause filed herein. Respondent, KENT ALAN SWAINE, M.D., hereinafter "Respondent," was not present at the meeting.

The Members of the Board participating in the decision were: Javid Anwar, M.D.; Sohail Anjum, M.D.; Van V. Heffner; S. Daniel McBride, M.D; Benjamin J. Rodriguez, M.D. and Renee West. All other remaining members of the Board, being members of the Investigative Committee which issued the complaint in this matter, were excused from participating and took no part in the proceedings of the Board. Christine M. Guerci-Nyhus, Chief Deputy Attorney General, acted as legal counsel to the Board.

The Board having received and read the complaint and exhibits offered in this matter and having reviewed and read all of the above, proceeded to make a decision pursuant to the provisions of NRS chapter 233B and NRS 630.352.

The Board after due consideration of the record, evidence and law, and being fully advised in the premises, makes its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER in this matter as follows:

..
..

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

FINDINGS OF FACT

I.

Respondent held a license to practice medicine in the State of Nevada at all relevant times.

II.

A Motion for Order to Show Cause was filed by the Investigative Committee against Respondent in August of 2008 alleging that Respondent had failed to comply with a previously entered into Settlement Agreement with the Board.

III.

A Complaint and Request for Summary Suspension was filed against Respondent on November 26, 2007 based upon which the adjudicating member of the Board summarily suspended Respondent's license to practice medicine in the state of Nevada. On November 28, 2007, an Amended Complaint and Request for Summary Suspension was filed containing the same counts as set forth in the Complaint of November 26, 2007.

On February 20, 2008, a Second Amended Complaint was filed against Respondent containing two counts of engaging in conduct which is intended to deceive, violations of NRS 630.306(2)(a), one count of dependency on a controlled substance, a violation of NRS 630.306(10) and one count of prescribing a controlled substance or dangerous drug to himself or other except as authorized by law, a violation of NRS 630.306(3).

The matter was resolved by a Settlement, Waiver and Consent Agreement which was signed by Respondent and was adopted by the adjudicating members of the Board on March 28, 2008. In the settlement agreement, Respondent admitted to all counts alleged in the Second Amended Complaint and the Board imposed a revocation of Respondent's license to practice medicine in the state of Nevada, however the revocation was stayed and Respondent was placed on probation for a period of five years with numerous conditions.

IV.

The conditions contained in the Settlement, Waiver and Consent Agreement included:

1 e. that Respondent shall submit to random alcohol and/or drug screens requested
2 by the Nevada State Board of Medical Examiners in addition to any such screens required by
3 the Nevada Professionals Health Program ("NPHP"), at his own expense; and

4 h. that Respondent shall comply with all terms and conditions of his contract with
5 the NPHP and shall extend his contract with the NPHP if so recommended by the program.

6 V.

7 Respondent failed to comply with paragraph "e" of the Settlement, Waiver and Consent
8 Agreement when he failed to submit to a drug screen on July 17, 2008 when presented with
9 an Order to do so by the Compliance Officer for the Board.

10 VI.

11 Respondent failed to comply with paragraph "h" of the Settlement, Waiver and Consent
12 Agreement when he failed to comply with all terms and conditions of his contract with the
13 NPHP. Respondent was inactivated from the NPHP on July 17, 2008 and thus is no longer
14 participating in NPHP.

15 VII.

16 The Board finds that the Respondent failed to comply with the Settlement, Waiver and
17 Consent Agreement when he failed to submit to the requested drug screen and when he failed
18 to comply with and maintain his contract with NPHP.

19 VIII.

20 If any of the foregoing Findings of Fact is more properly deemed a Conclusion of Law,
21 it may be so construed.

22 **CONCLUSIONS OF LAW**

23 I.

24 The Board has jurisdiction over Respondent.

25 II.

26 Respondent was properly served with notice of the Motion for Order to Show Cause
27 before the Hearing Officer, pursuant to NRS and NAC Chapters 630 and NRS Chapter 233B.
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Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

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III.

The Board concludes that Respondent failed to comply with the Settlement, Waiver and Consent Agreement as described above.

IV.

If any of the foregoing Conclusions of Law is more properly deemed a Findings of Fact, it may be so construed.

ORDER


Based upon the foregoing Findings of Fact and Conclusions of Law, and good cause appearing therefore,

IT IS HEREBY ORDERED that:

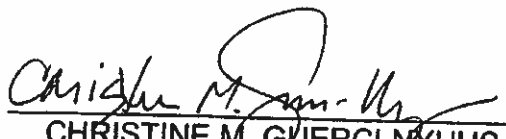
1. The stay of the revocation of Respondent's license as a physician in the State of Nevada contained in the Settlement, Waiver and Consent Agreement is hereby lifted; and that
2. Respondent's license as a physician in the State of Nevada is revoked.

DATED this 14th day of October 2008.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
CHARLES N. HELD, M.D., President

Submitted by:
CATHERINE CORTEZ MASTO
Attorney General

By: 
CHRISTINE M. GUERCI-NYHUS
Chief Deputy Attorney General
555 East Washington, # 3900
Las Vegas, Nevada 89101
Attorneys for Nevada State Board of Medical Examiners

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CERTIFICATION

I hereby certify that the foregoing is the full and true original FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER on file in the office of the Board of Medical Examiners in the matter of KENT ALAN SWAINE, M.D., Case No. 07-20873-1.

I further certify that CHARLES N. HELD, M.D., is the President of the Nevada State Board of Medical Examiners and that full force and credit is due to his official acts as such; and that the signature to the foregoing ORDER is the signature of said CHARLES N. HELD, M.D.

IN WITNESS THEREOF, I have hereunto set my hand in my official capacity as Secretary-Treasurer of the Nevada State Board of Medical Examiners.



RENEE WEST
Secretary-Treasurer
Nevada State Board of Medical Examiners

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

1 **WHEREAS**, Respondent has received a copy of the Second Amended Complaint, reviewed it,
2 understands the nature and significance of the Second Amended Complaint, and Respondent is fully
3 advised concerning his rights and defenses to the Second Amended Complaint as well as the possible
4 sanctions that may be imposed if the Board finds and concludes that he has violated one or more
5 provisions of the Medical Practice Act; and

6 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United States
7 Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice Act
8 (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but
9 not limited to the right to a formal hearing on the charges against him, the right to representation by
10 counsel in the preparation and presentation of his defense, the right to confrontation and cross-examination
11 of witnesses against him, the right to present evidence and witnesses on his own behalf, the right to written
12 findings, conclusions and order regarding a final decision by the Board, and the right to judicial review of
13 any final decision by the Board that is adverse to him; and

14 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to waive all
15 of his rights under the United States Constitution, the Constitution of the state of Nevada, the Medical
16 Practice Act, and the Nevada Administrative Procedures Act, including but not limited to the right to a
17 hearing on the charges and written findings of fact, conclusions of law and order, and he agrees to settle
18 and resolve this matter of the Second Amended Complaint filed against him by way of, and in accordance
19 with, this Settlement, Waiver and Consent Agreement; and

20 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
21 between himself and the Board's Investigative Committee, and not with the Board, but that the
22 Investigative Committee will present this Agreement to the Board for consideration in open session at a
23 regularly-scheduled quarterly meeting, duly noticed, and that the Investigative Committee shall advocate
24 approval of this Agreement by the Board, but that the Board has the right to decide in its own discretion
25 whether or not to approve this Agreement; and

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

3 **WHEREAS**, Respondent has reviewed and understands all the relevant facts and circumstances of
4 this matter and after due consideration concedes that he did engage in activity meant to deceive, does have
5 a drug dependence and did prescribe a controlled substance or dangerous drug in a manner not authorized
6 by law as outlined in the Second Amended Complaint filed by the Investigative Committee of the Nevada
7 State Board of Medical Examiners in this case.

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

11 1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the
12 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject to the
13 jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act
14 (NRS 630), and to impose sanctions as provided by the Act.

15 2. **Representation by Counsel.** Respondent acknowledges that he is not represented by
16 counsel and wishes to proceed towards resolution of this matter as set forth in this Agreement without
17 counsel. Respondent understands and acknowledges that he may retain and consult counsel prior to
18 entering into this Agreement and agrees that if counsel is retained for representation in this matter prior to
19 entering into this Agreement, that counsel for the Investigative Committee will be informed of such prior
20 to Respondent executing this Agreement.

21 3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this Agreement
22 knowingly, willingly, and intelligently with knowledge that he may consult with counsel prior to entering
23 into this Agreement. In connection with this Agreement, and the terms, covenants and conditions
24 contained herein, Respondent knowingly, willingly and intelligently, without the advice of counsel, waives
25 all rights arising under or pursuant to the United States Constitution, the Constitution of the state of
26 Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him
27 in connection with the proceeding regarding the Second Amended Complaint filed herein, the defense of
28 said complaint and the adjudication of the charges in said complaint, and Respondent further agrees that

1 the matter of the disciplinary action commenced by the filing of the Second Amended Complaint herein
2 may be settled and resolved in accordance with this Agreement without a hearing or any further
3 proceeding, and without the right to judicial review.

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

7 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
8 proceedings pending against him without any further cost and expense of providing a defense to the
9 complaint, Respondent hereby agrees that an order may be entered herein by the Board against him,
10 finding that Respondent has violated the Medical Practice Act, to wit: two counts of engaging in activity
11 meant to deceive, violations of NRS 630.306(2)(a); one count of having a drug dependency, a violation
12 of NRS 630.306(10); and one count of prescribing a controlled substance or dangerous drug in a manner
13 not authorized by law, a violation of NRS 630.306(3) and ordering that Respondent's license to practice
14 medicine be revoked. Said revocation shall be stayed and Respondent shall be placed on probation for
15 five (5) years with the following terms and conditions:

16 a. that Respondent shall not be reinstated to active status until such time as the Nevada
17 Professionals Health Program (NPHP) has stated in writing that Respondent is able to safely resume the
18 practice of medicine and the Nevada State Board of Medical Examiners has issued and served upon
19 Respondent an Order stating that Respondent is reinstated to active status;

20 b. that Respondent shall be issued a public reprimand;

21 c. that Respondent shall contact the Compliance Officer of the Nevada State Board of
22 Medical Examiners (hereinafter "Compliance Officer") within thirty (30) days of the approval and
23 acceptance of this Agreement in order to provide information regarding the most expeditious method of
24 contacting him;

25 d. that Respondent shall comply with all federal, state and local laws and rules governing
26 the practice of medicine in Nevada at all times he is practicing within the state;

27 e. that Respondent shall submit to random alcohol and/or drug screens requested by the
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1 Nevada State Board of Medical Examiners in addition to any such screens required by NPHP, at his
2 own expense;

3 f. that Respondent shall notify the Nevada State Board of Medical Examiners within forty-
4 eight (48) hours of any arrest, criminal conviction, including misdemeanors, or any admission for
5 treatment of substance abuse or psychological illness;

6 g. that Respondent, once reinstated to practice medicine, will be restricted to only
7 practicing with one or more medical doctors and/or doctors of osteopathy and must provide a copy of
8 this agreement to all his practice partners and obtain from them a written acknowledgement that they
9 have received said copy;

10 h. that Respondent shall comply with all terms and conditions of his contract with the
11 NPHP and shall extend his contract with the NPHP if so recommended by the program;

12 i. that Respondent shall sign a new release of information allowing the Nevada State Board
13 of Medical Examiners to communicate and receive any and all information from the NPHP regarding
14 Respondent's treatment through said program;

15 j. that Respondent shall sign a new release of information allowing the Nevada State Board
16 of Medical Examiners to communicate and receive any and all information from any treatment program
17 that Respondent has attended, is attending or will attend for the treatment of substance abuse or
18 psychological illness;

19 k. that Respondent shall submit to a psychological and/or psychiatric evaluation if
20 requested to do so by the Nevada State Board of Medical Examiners and shall sign any necessary
21 release of information for the results to be forwarded to the Board;

22 l. that Respondent shall not prescribe any controlled substance or dangerous drug as
23 defined in NRS 454 to any member of his immediate family or himself and shall prescribe controlled
24 substances or dangerous drugs only in the manner authorized by law;

25 m. that Respondent agrees that if he is charged with professional misconduct in the future,
26 this Agreement, and/or any related orders, and/or records of his compliance, may be admitted into
27 evidence at a hearing regarding the alleged professional misconduct, at the sole discretion of the
28 Investigative Committee;

1 n. that Respondent agrees to pay the costs of investigation and prosecution of this matter in
2 the current amount of \$4287.64, along with the costs to conclude the matter, if any, within sixty (60)
3 days of the Board's acceptance and approval of this Agreement;

4 o. that Respondent agrees to pay the reasonable costs, if any, of monitoring his probation to
5 the Nevada State Board of Medical Examiners and shall pay said costs within thirty (30) days of the due
6 date of any invoice presented by the Board.

7 p. that no sooner than six months prior to end the five year probationary term, Respondent
8 agrees to file a written petition for restoration of an unrestricted license, including proof of compliance
9 with all conditions of this Agreement, to practice medicine in the state of Nevada and, if requested, to
10 appear in front of the Nevada State Board of Medical Examiners at a regularly scheduled Board
11 meeting, with the understanding that restoration of an unrestricted license will not be unreasonably
12 denied.

13 6. **Procedure for Adoption of Agreement.** The Investigative Committee and counsel for
14 the Investigative Committee shall recommend approval and adoption of the terms, covenants and
15 conditions contained herein by the Board in resolution of the disciplinary proceedings pending herein
16 against Respondent pursuant to the Second Amended Complaint. In the course of seeking Board
17 approval, adoption and/or acceptance of this Agreement, counsel for the Investigative Committee may
18 communicate directly with the Board staff and members of the panel of the Board who would
19 adjudicate this case if it were to go to hearing. Respondent covenants and agrees that such contacts and
20 communication may be made or conducted ex parte, without notice or opportunity to be heard on his
21 part or on the part of his counsel, should he retain counsel, and that such contacts and communications
22 may include, but not be limited to, matters concerning this Agreement, the Second Amended Complaint
23 and the allegation therein, any and all evidence that may exist in support of the Second Amended
24 Complaint, and any and all information of every nature whatsoever related to the Second Amended
25 Complaint against Respondent.

26 7. **Board Approval Required.** This Agreement will be placed on the next available Agenda
27 of a regularly-scheduled and duly-noticed quarterly Board meeting. It is expressly understood that this
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1 Agreement will only become effective if the Board approves the recommendation of the Investigative
2 Committee for acceptance.

3 8. Effect of Acceptance of Agreement by Board. In the event the Board approves,
4 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
5 Investigative Committee will cause to be entered herein the Board's Order finding Respondent twice
6 violated NRS 630.306(2)(a), which states the engaging of conduct which is intended to deceive is grounds
7 for discipline, when he twice practiced medicine after being informed by the NPHP that he was not fit
8 to practice medicine; also finding Respondent violated NRS 630.306(10), which states that dependency
9 on controlled substances is grounds for discipline, due to his multi-year use of controlled substances,
10 namely opiates; and also finding Respondent violated NRS 630.306(3), which states that prescribing
11 controlled substances or dangerous drugs except as authorized by law is grounds for discipline, when he
12 prescribed schedule II controlled substances for his wife on multiple occasions.

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

23 10. Release From Liability. In execution of this Agreement, the Respondent, for himself,
24 his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the
25 Board, the Nevada Attorney General, and each of their members, agents and employees in their
26 representative capacities, and in their individual capacities absent evidence of bad faith, from any and
27 all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
28 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or

1 claim to have, against any or all of the persons or entities named in this paragraph arising out of or by
2 reason of this investigation, this disciplinary action, this settlement or its administration, in connection
3 with the complaint. The Investigative Committee hereby agrees to accept this Agreement in full
4 settlement of all claims related to the complaint, with the understanding that the final decision rests with
5 the Board.

6 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and
7 enforceable contract upon Respondent and the Board's Investigative Committee, which contract may be
8 enforced in a court or tribunal having jurisdiction.

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

13 13. **Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event an
14 action
15 is commenced in the district court to enforce any provision of this Agreement, the prevailing party shall
16 be entitled to recover reasonable costs and attorneys' fees.

17 14. **Failure to comply with terms.** In the event the Board enters its Order approving this
18 Agreement, should Respondent fail to comply with the terms recited herein, the Board shall impose the
19 stayed revocation of Respondent's license to practice medicine and would then have grounds, after
20 notice and a hearing, to take disciplinary action against Respondent for the subject's violation of an
21 Order of the Board in accordance with NRS 630.3065(2)(a).

22 Dated this 21st day of February 2008.

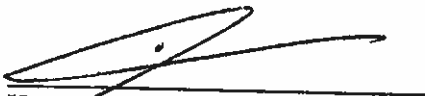
23 
24 Lyn E Beggs, Esq.

25 Attorney for the Investigative Committee
26 of the Nevada State Board of Medical Examiners
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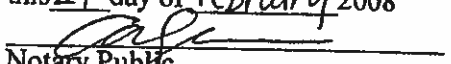
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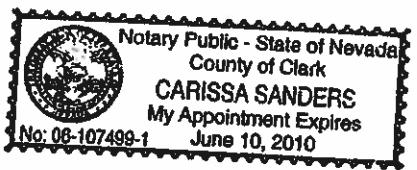
I am in agreement with all of the terms of the foregoing Settlement, Waiver and Consent Agreement signed on the 21st day of February, 2008, by Lyn E. Beggs, Esq., Attorney for the Investigative Committee.

Dated this 27th day of February 2008.


Kent Alan Swaine, M.D.
Respondent

Signature of Kent Alan Swaine, M.D.
subscribed and sworn to before me
this 27th day of February 2008


Notary Public



1 IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved
2 and accepted by the Nevada State Board of Medical Examiners on the 28th day of March 2008, with the
3 final total amount of costs due of \$4,287.64.

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7 JAVAID ANWAR, President
8 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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(This application can not be used by PA's or APN's)

CONTROLLED SUBSTANCE APPLICATION

Registration Fee: \$80.00 (non-refundable)

First: Joel Middle: Edward Last: Washington Degree: M.D.

Practice Name (if any): _____

Nevada Address: 9410 Del Webb Blvd. Suite #: _____
(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)

PO Box: _____ E-mail address: Joelw@cox.net

City: Las Vegas State: NV Zip Code: 89134

Nevada Telephone: (702) 649-4297 Nevada Fax: (702) 642-3308

Date of Birth: _____ SS#: _____ Sex: M or F

Practitioner License Number: 5955 Specialty: Internal Medicine

You must be licensed with your respective BOARD before we will process this application.

1) I have I have not been diagnosed or treated in the last five years for a mental illness or a physical condition that would impair my ability to perform any of the essential functions of my license, including alcohol or substance abuse.

2) I have I have not been charged, arrested or convicted of a felony or misdemeanor.

3) I have I have not been the subject of an administrative action whether completed or pending.

4) I have I have not had a license suspended, revoked, surrendered or otherwise disciplined, including any action against my license that was not made public.

I'm currently in the pro-pm Rehab program at Montevista hospital

If you checked "I have" to questions 2, 3 or 4 above, please include the following information and provide an explanation and/or documents.

a) Board Administrative Action State: NV Date: 5/2/10 Case Number: 10-8162
and/or

b) Criminal Action State: NV Date: 1/4/11 Case Number: 10F0750

County: Clark Court: District Court

I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished on this application are true, accurate and correct.

Signature: Joel Washington Date: 4/26/11

Board Use Only			
Received:	<u>APR 28 2011</u>	Check Number: <u>368</u>	Amount: <u>80.00</u>

56690

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 JOEL WASHINSKY, M.D.,)
7 Respondent.)
8)
9)

Case No. 10-8162-1

FILED

MAR 14 2011

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of
12 the Nevada State Board of Medical Examiners (the Board) composed of
13 Charles N. Held, M.D, Theodore Berndt, M.D. and Ms. Valerie Clark by and through counsel, Lyn
14 E. Beggs, Esq., and Joel Washinsky, M.D. (Respondent), by and through his counsel A. Maria
15 Maskall, Esq., as follows:

16 **WHEREAS**, on May 5, 2010, the Board's IC filed an Order of Summary Suspension,
17 suspending Respondent's license to practice medicine in the state of Nevada and subsequently on
18 May 26, 2010 filed a Complaint in the above referenced matter charging Respondent with
19 engaging in conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS
20 Chapter 630 and NAC Chapter 630) to wit: one count of dependency on controlled substances as
21 set forth in count I of the Complaint, a violation of NRS 630.306(8); one count of engaging in
22 conduct which is a violation of a regulation adopted by the State Board of Pharmacy as set forth in
23 count II of the Complaint, a violation of NRS 630.306(2)(c); and two counts of administering,
24 dispensing or prescribing a controlled substance or dangerous drug except as authorized by law as
25 set forth in counts III and IV of the Complaint, violations of NRS 630.306(3); and

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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 his 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;

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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.

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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

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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.

Dated this 18th day of Feb, 2011.

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

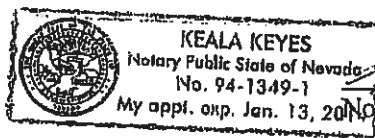
By: [Signature]
A. Maria Maskall, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

[Signature]
Joel Washinsky, M.D., Respondent

Dated this 18th day of FEB, 2011.

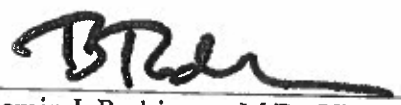
Subscribed and sworn to before me
this 18th day of FEBRUARY 2011.



[Signature]
Notary Public

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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