

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

APR 14 2020

IN THE MATTER OF:)

DEREK GOFFSTEIN, D.O.,)
License No. DO1422,)

Respondent.)

Case No. PB1910002

FILED

SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Carla Perlotto, Ph.D. (hereinafter "IBM") hereby enters into this settlement agreement with Derek Goffstein, D.O. (License No. DO1422). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. At all times pertinent to this matter, Derek Goffstein, D.O., was and is licensed by the Board to practice osteopathic medicine in Nevada (License No. DO1422). Dr. Goffstein is board certified in anesthesiology.

2. On September 17, 2019, Dr. Goffstein entered a guilty plea in the case of *People v. Goffstein* (Superior Court of California, County of San Diego, Central Division Case No. CD282392). By this guilty plea, Dr. Goffstein plead guilty to one count of violation of California Penal Code § 273.5(a) (domestic violence with visible injury), a felony. By his guilty plea, Dr. Goffstein agreed to the following recommendations as his sentence: (1) completion within one year of 52 individual or group domestic violence counseling sessions, (2) 120 hours of community service, and (3) no violations of presentencing order. Dr. Goffstein further agreed that if he successfully completed the terms and conditions, the charge would be lowered to a misdemeanor.

3. The facts underlying the criminal charge against Dr. Goffstein were that on June 30, 2019, Dr. Goffstein and his then girlfriend, while on a vacation in San Diego, California, became involved in an argument that turned physical, during which Dr. Goffstein struck the girlfriend once in her face,

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 · Henderson, NV 89074
(702) 732 - 2147

1 pushed her head into the floor resulting in pain and bruise on her scalp, and grabbed her wrist which
2 caused a potential fracture.

3 4. At the time of the entry into this Settlement Agreement and Order, Dr. Goffstein is actively
4 engaged in his community service and domestic violence counseling and is, so far, successful in those
5 efforts.

6 **ACKNOWLEDGMENTS AND APPLICABLE LAW**

7 This Settlement Agreement and Order is made and based upon the following acknowledgments
8 by the parties:

9 1. Dr. Goffstein is aware of, understands, and has been advised of the effect of this Settlement
10 Agreement and Order, which he has carefully read and fully acknowledged. Dr. Goffstein was afforded
11 the opportunity to consult with legal counsel of his choice regarding this matter, and Dr. Goffstein
12 chose not to do so.

13 2. Dr. Goffstein has entered into the Settlement Agreement and Order, and he is aware of his
14 rights to contest the charges pending against him. Dr. Goffstein acknowledges that this Settlement
15 Agreement and Order is being entered into prior to and without a formal Complaint having been filed
16 by the Board, and he is voluntarily waiving his right to have the Board file a formal Complaint and all
17 of his rights that would flow therefrom. These rights include representation by an attorney at his own
18 expense, the right to a public hearing on any charges or allegations formally filed, the right to confront
19 and cross-examine witnesses called to testify against him, the right to present evidence on his own
20 behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review
21 of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters
22 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Goffstein is waiving all these rights in
23 exchange for the Board's acceptance of this Settlement Agreement and Order.

24 3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that
25 presentation to and consideration by the Board of such proposed Settlement Agreement and Order or
26 other documents or matters pertaining to the consideration of this Settlement Agreement and Order
27 shall not unfairly or illegally prejudice the Board or any of its members from further participation,
28 consideration, adjudication, or resolution of these proceedings and that no Board member shall be

1 disqualified or challenged for bias. Additionally, in the event the Settlement Agreement and Order is
2 rejected by the Board, it is agreed that all of Dr. Goffstein's rights to contest the charges against him
3 shall remain in full effect.

4 4. Dr. Goffstein and the Board acknowledge that NRS 633.691 provides immunity for the
5 Board, its employees, and its retained specialists from any potential action that might be brought by Dr.
6 Goffstein and that for the purposes of NRS 633.691, Dr. Goffstein acknowledges that the Board, its
7 employees, and its retained specialists have acted in good faith throughout the conduct of this matter.
8 Dr. Goffstein and the Board further acknowledge that NRS 633.691 provides osteopathic physicians
9 such as Dr. Goffstein with certain protections against administrative actions by the Board, which
10 protections are inapplicable in this matter.

11 5. Dr. Goffstein acknowledges that the Settlement Agreement and Order shall only become
12 effective after both the Board and he have duly executed it.

13 6. Dr. Goffstein enters into this Settlement Agreement and Order after being fully advised of
14 his rights and as to the consequences of this Settlement Agreement and Order. This Settlement
15 Agreement and Order embodies the entire agreement reached between the Board and Dr. Goffstein. It
16 may not be altered, amended, or modified without the express consent of the parties.

17 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to a
18 compromised settlement of this matter. For the purposes of resolving this matter only and for no other
19 purpose, Dr. Goffstein admits that the facts contained in the "Pertinent Facts" section constitute
20 violations of Nevada Revised Statutes (NRS) 633.511(1)(a) (unprofessional conduct) and NRS
21 633.511(1)(b)(9) (conviction of a crime involving moral turpitude). If the Board approves this
22 Settlement Agreement and Order, it shall be deemed and considered disciplinary action by the Board
23 against Dr. Goffstein.

24 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without
25 a full hearing on the merits because of the cost and risk involved for each party.

26 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
27 settlement agreement and order because Dr. Goffstein is an osteopathic physician licensed by the
28 Board. Dr. Goffstein expressly, knowingly, and intentionally waives the 21-day notice requirement

1 contained in the Nevada Open Meeting Law and acknowledges that this settlement agreement and order
2 may be presented to the Board for its consideration and potential ratification at the Board's meeting on
3 April 14, 2020.

4 **STIPULATED ADJUDICATION**

5 Based upon the above acknowledgments of the parties and their mutual agreement, the parties
6 stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

7 1. Dr. Goffstein shall pay the sum of \$350.00 as payment of the Board's actual costs for the
8 investigation and prosecution of this matter and shall pay the sum of \$2,500.00 as a fine pursuant to
9 NRS 633.651(1)(f). All sums shall be made by certified or cashier's check made payable to "Nevada
10 State Board of Osteopathic Medicine," within thirty (30) days of the effective date of the Settlement
11 Agreement and Order.

12 2. Dr. Goffstein's license (License No. DO1422) shall be on probation for a period one year
13 subject to the following terms and conditions:

14 (a) Dr. Goffstein shall comply with all the terms and conditions of his guilty plea in *People v.*
15 *Goffstein* (Superior Court of California, County of San Diego, Central Division Case No. CD282392),
16 and any violation of those terms and conditions shall be deemed a violation of this Settlement
17 Agreement and Order. If there is any adjudication by the Superior Court of California that Dr.
18 Goffstein is in violation of his guilty plea, Dr. Goffstein shall notify the Board in writing within 10 days
19 of any such adjudication.

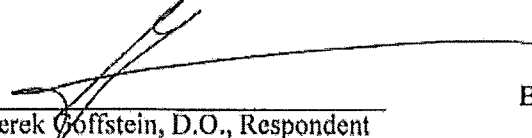

20 (b) Dr. Goffstein shall assure that he provides to the Board's office by the fifteenth day of each
21 month copies of any and all records made the preceding month by his domestic violence counseling and
22 treatment provider (presently ABC Therapy LLC) regarding his attendance and compliance with its
23 program. Dr. Goffstein shall sign whatever documents might be required by the provider to authorize
24 the Board's Executive Director or IBM to contact the provider directly with any questions or inquiries
25 regarding Dr. Goffstein. The IBM shall monitor the information provided by the provider to assure that
26 Dr. Goffstein is progressing as expected in his treatment, and if the IBM has concerns otherwise, she
27 shall so notify Dr. Goffstein in writing of her concerns and what Dr. Goffstein must do to assure
28 compliance and satisfy the concerns of the IBM.

1 (c) Dr. Goffstein shall provide to the Board any order indicating that he had satisfied the terms
2 and conditions of his sentencing in *People v. Goffstein* (Superior Court of California, County of San
3 Diego, Central Division Case No. CD282392) within 10 days of the entry of an order to that effect by
4 the Superior Court. If the Superior Court enters any other order related to Dr. Goffstein's criminal
5 matter, he shall also provide a copy of any such order to the Board's office within 10 days of the entry
6 of any such order by the District Court.

7 3. Dr. Goffstein shall meet with the Board or its representatives upon reasonable request and
8 shall reasonably cooperate with such representatives in their supervision, monitoring, investigation, or
9 auditing to assure compliance with the terms and conditions of this order.

10 4. Dr. Goffstein's failure to comply with any term or condition of this Settlement Agreement
11 and Order may result in further discipline by the Board, up to and potentially including revocation of
12 his license. The Board's staff may take any and all actions it deems necessary to collect any sums
13 ordered that remain unpaid. If the Board's staff is required to pursue judicial action, it shall be entitled
14 to recover its attorney's fees and costs incurred in pursuing such judicial action.

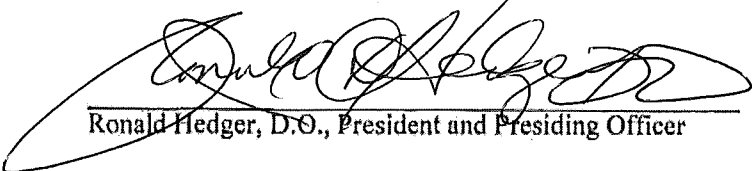
15 Signed this 10 day of March, 2020.

16 Respondent Derek Goffstein, D.O. Nevada State Board of Osteopathic Medicine
17
18 By  By 
19 Derek Goffstein, D.O., Respondent Carla Perlotto, Ph.D.
Investigating Board Member

20
21 **ORDER**

22 WHEREAS, on April 14, 2020, the Nevada State Board of Osteopathic Medicine
23 approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with
24 Derek Goffstein, D.O. IT IS SO ORDERED.

25 SIGNED AND EFFECTIVE this 14 day of April, 2020.

26 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE
27 
28 Ronald Hedger, D.O., President and Presiding Officer

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF:

3 DEREK GOFFSTEIN, D.O.

4 License No. DO1422

5 RESPONDENT.

) Case No.: PB1910002

) NV STATE BOARD OF
) OSTEOPATHIC MEDICINE

) APR 14 2020

6 FILED

7 **CERTIFICATE OF SERVICE**

8 I hereby certify that on the 16th day of April, 2020, I served a copy of the ABOVE
9 Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage
thereon prepaid, at their last known address on file with this Board.

10 Derek Goffstein, D.O.

11
12 

13 An employee of the Nevada State Board of
14 Osteopathic Medicine

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Suite 210 · Henderson, NV 89074
(702) 732-2147

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