



1 633.527(2) states that should the Board find "that an osteopathic physician has violated  
2 any provision of this section, **the Board may impose a fine of not more than \$5,000**  
3 **against the osteopathic physician for each violation, in addition to any other fines**  
4 **or penalties permitted by law.**" (Emphasis added.) This statute was added to the  
5 law in 2003. By the use of the word "shall" by the Nevada State Legislature in this  
6 statute, the Legislature intended to mandatorily require all osteopathic physicians to  
7 report any of the four (4) events mentioned in the statute.

- 8 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
9 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
10 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
11 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
12 proceeding; and pursuant to NRS 633.651, such discipline may include a fine, public  
13 reprimand, the suspension of the license to practice osteopathic medicine in the State  
14 of Nevada, and even the revocation of the license to practice osteopathic medicine in  
15 the State of Nevada.
- 16 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
17 person reasonable attorney's fees and costs that are incurred by the regulatory body as  
18 part of its investigative, administrative and disciplinary proceedings against the person  
19 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 20 F. WHEREAS, the parties have agreed to informally settle this matter, rather than  
21 requiring the Board to file a formal disciplinary complaint.
- 22 G. WHEREAS, the parties understand that this Agreement will be signed by the respective  
23 parties and will then be offered to the Board for the entire Board's approval at the next  
24 Board meeting, with the recommendation of the Investigating Board Member that this  
25 matter be settled. The Agreement shall not become effective until it has been  
26 approved by a majority of the Board and endorsed by a representative member of the  
27 Board.
- 28 H. WHEREAS, Dr. Jenkins understands that the Board is free to accept or reject this  
Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed  
and a hearing scheduled on the same. The Board members who review this matter for  
approval of this Agreement may be the same members who ultimately hear the  
disciplinary complaint if this Agreement is not approved by the Board. Dr. Jenkins  
hereby agrees to waive any rights he might have to challenge the impartiality of the  
Board to hear the disciplinary complaint, based on prior knowledge obtained by the  
Board through consideration of this Agreement, if after review by the Board, this  
Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it  
shall be regarded as null and void.
- I. WHEREAS, Dr. Jenkins acknowledges that the Board will retain jurisdiction over this  
matter until all terms and conditions set forth in this Agreement and Order have been  
met to the satisfaction of the Board.
- J. WHEREAS, Dr. Jenkins acknowledges that the Board had a reasonable basis to  
believe that the statutes and/or regulations regulating the practice of Osteopathic  
Medicine in the State of Nevada may have been violated.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
and to save further costs and expenses, Dr. Jenkins has elected to enter into this  
Agreement to resolve this matter, and only the matters identified herein.
- L. WHEREAS, Dr. Jenkins acknowledges that once accepted by the Board, this  
Agreement and all associated documentation become a matter of public record (with  
the exception of medical information related to the patient).

- 1 M. WHEREAS, Dr. Jenkins has had the opportunity to obtain the advice from competent  
2 counsel of his choice concerning the terms and conditions of this Agreement and the  
3 execution thereof. No coercion has been exerted upon Dr. Jenkins, nor have any  
4 promises been made other than those reflected in this Agreement. Dr. Jenkins freely  
5 and voluntarily entered into this agreement, motivated only by a desire to resolve the  
6 issues addressed herein. Dr. Jenkins has executed this Agreement only after a careful  
7 reading of it and a full understanding of all its terms.
- 8 N. WHEREAS, Dr. Jenkins is fully aware of his rights to contest the charges pending  
9 against him. These rights include: representation by an attorney at his own expense,  
10 the right to a public hearing on any charges or allegations filed, the right to confront and  
11 cross-examine witnesses called to testify against him, the right to present evidence on  
12 his own behalf, the right to compulsory process to secure the attendance of such  
13 witnesses, the right to testify on his own behalf, the right to receive written findings of  
14 fact and conclusions of law supporting the decision on the merits of the complaint and  
15 the right to obtain judicial review of the Board's decision. Should the Board accept this  
16 Agreement, Dr. Jenkins voluntarily waives these rights.
- 17 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
18 of the State of Nevada.
- 19 P. WHEREAS, this Agreement and Order contains a complete description of the  
20 agreement between the parties and it supersedes any previous agreements between  
21 the parties. All material representations, understandings and promises of the parties  
22 are contained in this Agreement. Any modifications must be set forth in writing, signed  
23 by all the parties, and approved by the Board.

### 24 III. TERMS OF THE AGREEMENT

- 25 A. Dr. Jenkins acknowledges that the failure to timely report allegation is true with  
26 respect to his Montana license. Such failure is a violation of NRS chapter 633 and  
27 discipline is permissible under Nevada law. In exchange for the Board not pursuing  
28 an administrative action against Dr. Jenkins for the untimely reporting, and Dr.  
Jenkins not pursuing subsequent reviews by the appropriate appellate Courts, the  
parties have agreed to resolve the current matter, and only this matter.  
**ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO  
HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT  
BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY  
AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-  
REPORTING VIOLATION, I.E., NOT FOR ANY ALLEGATIONS REGARDING  
UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S  
COMPETENCY, WHICH CLAIM OF UNPROFESSIONAL CONDUCT HAS BEEN  
WAIVED BY THE BOARD.**
- B. Dr. Jenkins agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine  
imposed for having violated NRS 633.527(1) for the failure to timely report the  
Montana action. This sum includes all fees and costs incurred by the Board up to  
and including the approval of this settlement agreement by the Board at its next  
scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be  
payable in the amount of \$250.00 per month beginning on the 15<sup>th</sup> day of January,  
2010, and such amount shall continue to be due thereafter on the 15<sup>th</sup> day of each  
month, until the full amount of Five Hundred Dollars is paid.
- C. Should Dr. Jenkins fail to satisfy and pay the indebtedness of \$500.00 in a timely  
manner as discussed herein, Dr. Jenkins understands and agrees that he will be

1 considered in default of this Agreement, and this agreement will be null and void,  
2 with the Respondent receiving credit for payments made to date. The Board may  
3 take whatever action it deems appropriate, including but not limited to reducing the  
4 balance to judgment pursuant to NRS chapter 353C.

- 5 D. The Respondent, Dr. Jenkins, agrees to bear his own fees and costs, including the  
6 fees and expenses of his own attorney(s) if applicable.
- 7 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
8 the parties hereto and their respective heirs, personal representatives, assigns and  
9 successors in interest of each party.
- 10 F. This Agreement and Order shall be construed in accordance with the laws of the  
11 State of Nevada.
- 12 G. This settlement agreement consists of six (6) pages and embodies the entire  
13 agreement between the Board and the osteopathic physician. It may not be altered,  
14 amended or modified without the express consent of the parties, and any  
15 subsequent alteration, amendment, or modification shall be in writing and subject to  
16 approval by the Board.
- 17 H. In consideration for the execution of this Agreement, Dr. Jenkins hereby releases  
18 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
19 and the Nevada State Attorney General's Office (as counsel for the Board), and  
20 each of their representatives, investigators, and employees, in their individual and  
21 representative capacity (collectively the State of Nevada Agencies) from any and all  
22 manner of actions, causes of actions, suits, debts, judgments, executions, claims,  
23 and demands whatsoever known or unknown, in law and in equity, that he may  
24 have had, now has, may have had, or claim to have against any and all of the  
25 persons and entities named in this paragraph arising out of, or by reason of, the  
26 investigation of the allegations raised in this matter, the settlement thereof, and  
27 other matters relating thereto.
- 28 I. Dr. Jenkins, for himself, his heirs, executors, administrators, successors and  
assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
each of their members, agents and employees in their individual and representative  
capacities against any and all claims, suits, demands, actions, debts, damages,  
costs, charges, and expenses, including court costs and attorney's fees against any  
persons or entities as well as all liability, losses, and damages of any nature  
whatsoever that the persons and entities named in this paragraph shall have or may  
at any time sustain or suffer by reason of this investigation, this settlement, or its  
administration.
- J. This document may be prepared in multiple counterparts. Each counterpart,  
whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
shall be deemed an original hereof if executed by each of the Parties hereto.

24 ....  
25 ....  
26 ....  
27 ....

1 K. **LASTLY**, by executing this agreement, Respondent Physician hereby expressly,  
2 knowingly, and intentionally waive the 21-working days notice requirement pursuant  
3 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on  
4 the agenda for the Board's approval in the month of January, 2010.

5 MICHAEL JENKINS, D.O.

6   
7 \_\_\_\_\_  
8 Osteopathic Physician

9 Dated: 12/21/09

10 NEVADA STATE BOARD OF  
11 OSTEOPATHIC MEDICINE

12 BY: \_\_\_\_\_

13 Rota Rosaschi, MPA,  
14 Investigating Board Member

15 Dated: \_\_\_\_\_

16 NEVADA STATE BOARD OF  
17 OSTEOPATHIC MEDICINE

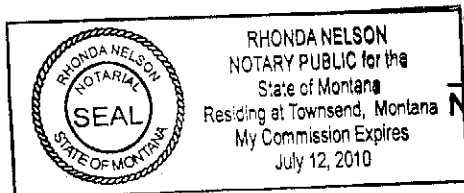
18 By \_\_\_\_\_

19 Dianna Hegeduis, Executive Director -  
20 Board Counsel

21 Dated: \_\_\_\_\_

22 **ACKNOWLEDGEMENT**

23 On this the 21<sup>st</sup> day of December, 2009, the said MICHAEL JENKINS,  
24 D.O., personally appeared before me, a notary public, and signed the above document, freely  
25 and voluntarily, and under no duress.



27 Rhonda Nelson  
28 \_\_\_\_\_  
Notary Public

**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

**IT IS FURTHER ORDERED** that should Dr. Jenkins fail to comply with any terms or  
conditions of this Agreement, Dr. Jenkins will be in breach of this Agreement; and this  
Agreement will be null and void. The Board may take whatever action it deems appropriate,  
including but not limited to proceeding with the administrative action against Dr. Jenkins.

1 K. **LASTLY**, by executing this agreement, Respondent Physician hereby expressly,  
2 knowingly, and intentionally waive the 21-working days notice requirement pursuant  
3 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on  
4 the agenda for the Board's approval in the month of January, 2010.

5 MICHAEL JENKINS, D.O.

6 \_\_\_\_\_  
7 Osteopathic Physician

8 Dated: \_\_\_\_\_

9 NEVADA STATE BOARD OF  
10 OSTEOPATHIC MEDICINE

11 NEVADA STATE BOARD OF  
12 OSTEOPATHIC MEDICINE

13 BY: \_\_\_\_\_

14 Rota Rosaschi, MPA,  
15 Investigating Board Member

16 By \_\_\_\_\_

17 Dianna Hegeduis, Executive Director -  
18 Board Counsel

19 Dated: 12/29/09

20 Dated: 1-5-2010

21 **ACKNOWLEDGEMENT**

22 On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, the said MICHAEL JENKINS,  
23 D.O., personally appeared before me, a notary public, and signed the above document, freely  
24 and voluntarily, and under no duress.

25 \_\_\_\_\_  
26 Notary Public

27 **ORDER OF THE BOARD**


28 **IT IS SO ORDERED.**

**IT IS FURTHER ORDERED** that should Dr. Jenkins fail to comply with any terms or  
conditions of this Agreement, Dr. Jenkins will be in breach of this Agreement; and this  
Agreement will be null and void. The Board may take whatever action it deems appropriate,  
including but not limited to proceeding with the administrative action against Dr. Jenkins.

1 Should this Agreement become null and void by Dr. Jenkins's failure to comply with terms or  
2 conditions of this Agreement, the Board may not only pursue an administrative action against  
3 Dr. Jenkins, but the Board may also seek the maximum fees, fines, and costs.

4 DATED this 5 day of January, 2010.

5 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

6  
7 BY:   
8 Dr. Daniel K. Curtis, Chairman/President of the  
9 Board

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

2 IN THE MATTER OF THE COMPLAINT )

3 AGAINST )

4 MICHAEL R. JENKINS, LIC. #1451 )

5 RESPONDENT. )

Case No. MA0999000  
NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

Filed: JAN 06 2010

Executive Director **LED**

6  
7 **WRITTEN NOTICE OF APPROVAL OF SETTLEMENT AGREEMENT**  
8 **AND ENTRY OF ORDER**

9 PLEASE TAKE NOTICE that on the 6 day of January, 2010, I served a copy of the  
10 approved settlement agreement upon the following parties (a copy of which agreement is  
11 attached hereto) by depositing a true copy thereof in the U.S. mail, addressed to them at their  
12 last known address, postage thereon prepaid, addresses as follows:

13 Dr. Michael R. Jenkins  
14 26 Ray Creek Road  
15 Townsend, MT 59644

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17 \_\_\_\_\_  
18 An employee of the Nevada State Board of  
19 Osteopathic Medicine  
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