BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  

JACQUELINE LEVENTHAL, D.O.,  
License No. 1020,  
Respondent.  

Case No. AD1404001  
STIPULATED AMENDMENT TO SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Samir Pancholi, D.O. (the IBM) and its counsel Louis Ling, hereby enters into this Stipulated Amendment to Settlement Agreement and Order with Jacqueline Leventhal, D.O. (License No. 1020), who chooses not to be represented by counsel regarding this Stipulated Amendment. This Stipulated Amendment is made and based upon the following:

BACKGROUND

1. On June 11, 2014, the Board, through its IBM, filed an Order of Summary Suspension of License to Practice Osteopathic Medicine and a Complaint for Disciplinary Action (Complaint) in this matter. The Order of Summary Suspension and Complaint were subsequently served upon Dr. Leventhal.

2. Subsequent to the filing and service of the Order of Summary Suspension and the Complaint, Dr. Leventhal retained the law firm Bailey Kennedy, LLP to represent her in this matter. Through Mr. Bailey, the parties commenced settlement negotiations and stipulated to an indefinite continuance of the scheduled hearing of this matter in order to facilitate the settlement negotiations. The negotiations resulted in a Settlement Agreement and Order that was presented to the Board at its regular meeting on October 14, 2014 where it was considered and approved unanimously by the Board.

3. As a result of Dr. Leventhal’s concerns regarding certain terms and conditions contained in the SAO, on December 24, 2014, Dr. Leventhal filed a Motion to Amend Settlement Agreement. At its regular meeting on February 10, 2014, the Board considered Dr. Leventhal’s Motion, and after receiving argument from both parties, determined to table the Motion pending the parties’ negotiating an amendment to address Dr. Leventhal’s concerns.
SUBSTANCE OF STIPULATED AMENDMENT

The parties agree to amend the Settlement Agreement and Order dated October 15, 2014 by adding thereto a new paragraph to the “Agreed Disciplinary Action” section which shall be enumerated

4.5 and which provides as follows:

4.5 If Dr. Leventhall decides to reside in a state other than Nevada while the Settlement Agreement and Order remains in effect, Dr. Leventhall shall notify the Board’s office and Mr. Espadero in writing of her intent to practice or reside in a state other than Nevada no later than 30 days before she leaves to work or reside in another state. As part of her written notification to the Board’s office and Mr. Espadero, Dr. Leventhall shall provide written proof (a) that she has provided the medical licensing authority of the state in which she intends to reside with a copy of the Settlement Agreement and Order and (b) that she has entered into a treatment agreement in that state analogous to the treatment contract with Mr. Espadero. Dr. Leventhall shall commence treatment in the other state’s treatment program within ten days of moving to that state and shall execute whatever documents required by that program to receive treatment and to authorize that program to provide documents and reports related to her treatment to the Board’s office and to Mr. Espadero. Thereafter, Dr. Leventhall shall participate in and cooperate with the treatment program and shall assure that the treatment program in the other state provides monthly reporting to the Board’s office and Mr. Espadero of similar scope and content to the reports that would have been required of Mr. Espadero. The treatment in the other state shall serve in the stead of the treatment otherwise required in paragraph 4 of the “Agreed Disciplinary Action” section of the Settlement Agreement and Order that would be provided by Mr. Espadero. If and when the program in the other state determines that Dr. Leventhall can safely and effectively return to the practice of medicine and the licensing authority in that other state determines to allow Dr. Leventhall to practice medicine in that state, Dr. Leventhall shall notify the Board of these determinations (including copies of any reports, documents, or order supporting the determinations). Thereafter, Dr. Leventhall may petition the Board to terminate the suspension pursuant to paragraph 4(e) of the “Agreed Disciplinary Action” section of the Settlement Agreement and Order as if the determinations from the other state were determinations from Mr. Espadero. At the hearing of the matter, the Board may request that the treatment provider from the other state appear at the hearing to answer questions from the Board, and the Board may also request that Mr. Espadero appear to answer questions regarding his assessment of the treatment provided by the other state and its determinations regarding Dr. Leventhall’s fitness to practice medicine. The Board shall render a decision pursuant to the terms of paragraph 4(e) of the “Agreed Disciplinary Action” section of the Settlement Agreement and Order.

The parties further agree that all other terms and conditions of the Settlement Agreement and Order dated October 15, 2014 shall remain in full force and effect.

Signed this 3/ day of March, 2015.

Respondent Jacqueline Leventhall

By

Jacqueline Leventhall, D.O.
Respondent

Nevada State Board of Osteopathic Medicine

By

Samir Pancholi, D.O.
Investigating Board Member
ORDER

WHEREAS, on April 14, 2015, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Stipulated Amendment to Settlement Agreement and Order with Jacqueline Leventhal, D.O.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 14th day of April, 2015.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]
Ronald Hedger, D.O.
President
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

Jacqueline Leventhal, D.O., License #1020

RESPONDENT.

Case No.: AD1404001

{NV STATE BOARD OF
OSTEOPATHIC MEDICINE

APR 20 2015

FILED

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of April, 2015, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via email, addressed as follows:

Jacqueline Leventhal, D.O.
Drlax29@aol.com

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine