

DO NOT FOLD OR STAPLE ABOVE THIS LINE

Nevada State Board of Pharmacy - 431 W Plumb Lane • Reno, NV 89509 • bop.nv.gov

Renewal Application – CONTROLLED SUBSTANCE

For the period of November 1, 2014 to October 31, 2016
Money Order ONLY (NO BUSINESS or PERSONAL CHECKS, NO CASH)
\$120.00 (postmarked after 10/31/2014)

LICENSE: CS16192
JACQUELINE JEAN LEVENTHAL
3355 S. Town Center Dr. #1041
Las Vegas NV, 89135

Make changes below. Must be Nevada Practicing address ONLY

RENEW BY MAIL
1. Complete this form
2. Sign and date this form
3. Send payment with this form (do NOT staple)
4. Mail original form and payment to address above
5. NO COPIES OR STAMPS ACCEPTED

<OR>

[Empty box for additional information]

Section 1: Since your last renewal or recent licensure have you: (Please fill in completely) Yes No
Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?.. [checked] [ ]
1. Been charged, arrested or convicted of a felony or misdemeanor in any state?..... [checked] [ ]
2. Been the subject of a board citation or an administrative action whether completed or pending in any state?... [checked] [ ]
3. Had your license subjected to any discipline for violation of pharmacy or drug laws in any state?..... [ ] [checked]
If you marked YES to any of the numbered questions (1-3) above, include the following information & provide documentation:
Board Administrative Action: State Date: Case #:
Disciplinary action NV 6/12/2014 AD1404001
Criminal Action: State Date: Case #: County Court
NV 07/25/2013 13F1650 2X CLARK Justice

Section 2: By signing and submitting this renewal application, I certify that:
1. My DEA certificate is current and reflects my current NV practicing address, and
2. I hold an active and current Nevada license with my professional licensing board

Section 3: It is a violation of Nevada Statute to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.
Original Signature: [Signature] Date: 1/13/14



## Nevada State BOARD OF OSTEOPATHIC MEDICINE

### Licensee Information

#### Nevada State - Board of Osteopathic Medicine Verification as of January, 13 2016

#### Licensee Information

Name: Jacqueline Leventhal  
 Address:  
 Phone:  
 Fax:  
 School: Western University of Health Sciences,  
 College of Osteopathic Med of the Pacific  
 Residency: University Medical Center (Residency) (1996-  
 07-01 to 1999-06-30)  
 University Medical Center (Internship) (1996-  
 07-01 to 1997-06-30)  
 Specialty: Internal Medicine

#### License Details

License Type: D.O. License  
 License Number: 1020  
 License Status: Probation  
 Effective: 05/05/2001  
 Expires: 12/31/2016

### License History

License	License Number	License Date	Status
D.O. License	1020	01/01/2016 to 12/31/2016	Probation
D.O. License	1020	06/09/2015 to 12/31/2015	Probation Completed
D.O. License	1020	06/12/2014 to 06/09/2015	Suspension Completed
D.O. License	1020	05/05/2001 to 06/12/2014	Active

### Disciplinary Action

Action Type	Date of Action	Status	
Settlement Agreements - Other	04/15/2015	Settled	<a href="#">Download</a>
Settlement Agreements - Other	10/15/2014	Settled	<a href="#">Download</a>
Formal Disciplinary Order	06/12/2014	Board Order	<a href="#">Download</a>
Formal Disciplinary Complaint	06/12/2014	Settled	<a href="#">Download</a>

### Other State Disciplinary Actions

Reporting Entity	Action Date
Nevada State Board of Osteopathic Medicine	06/09/2015
Nevada State Board of Osteopathic Medicine	10/14/2014
California Osteopathic Medical Board	06/17/2014
Nevada State Board of Osteopathic Medicine	06/12/2014

### Malpractice Claims

Licensee has no Malpractice Claims on File

#### This is a Primary Source Verification.

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessarily reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred.

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

APR 15 2015

FILED

1  
2  
3 IN THE MATTER OF: )  
4 JACQUELINE LEVENTHAL, D.O., )  
5 License No. 1020, )  
6 Respondent. )

Case No. AD1404001

STIPULATED AMENDMENT TO  
SETTLEMENT AGREEMENT AND  
ORDER

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

12 BACKGROUND

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

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

23 3. As a result of Dr. Leventhal's concerns regarding certain terms and conditions contained in  
24 the SAO, on December 24, 2014, Dr. Leventhal filed a Motion to Amend Settlement Agreement. At its  
25 regular meeting on February 10, 2014, the Board considered Dr. Leventhal's Motion, and after receiving  
26 argument from both parties, determined to table the Motion pending the parties' negotiating an  
27 amendment to address Dr. Leventhal's concerns.  
28

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:

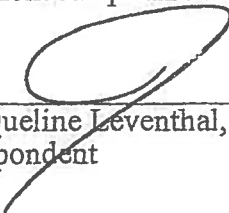
4.5 If Dr. Leventhal decides to reside in a state other than Nevada while the Settlement Agreement and Order remains in effect, Dr. Leventhal shall notify the Board's office and Mr. Espadero in writing of her intent to practice or reside in a state other than Nevada no later than 30 days before she leaves to work or reside in another state. As part of her written notification to the Board's office and Mr. Espadero, Dr. Leventhal 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. Leventhal 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. Leventhal 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. Leventhal can safely and effectively return to the practice of medicine and the licensing authority in that other state determines to allow Dr. Leventhal to practice medicine in that state, Dr. Leventhal shall notify the Board of these determinations (including copies of any reports, documents, or order supporting the determinations). Thereafter, Dr. Leventhal 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. Leventhal'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.

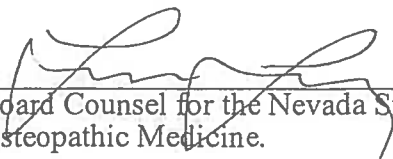
Signed this 3 / day of March, 2015.

Respondent Jacqueline Leventhal

Nevada State Board of Osteopathic Medicine

By   
Jacqueline Leventhal, D.O.  
Respondent

By   
Samir Pancholi, D.O.  
Investigating Board Member

1 By   
2 Board Counsel for the Nevada State Board of  
3 Osteopathic Medicine.

4 ORDER

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

8 IT IS SO ORDERED.

9 SIGNED AND EFFECTIVE this 19 day of April, 2015.

10  
11 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

12   
13 Ronald Hedger, D.O.  
14 President

APR 15 2015

FILED

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2  
3 IN THE MATTER OF: )  
4 JACQUELINE LEVENTHAL, D.O., )  
5 License No. 1020, )  
6 Respondent. )

Case No. AD1404001

STIPULATED AMENDMENT TO  
SETTLEMENT AGREEMENT AND  
ORDER

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

12 BACKGROUND

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

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

23 3. As a result of Dr. Leventhal's concerns regarding certain terms and conditions contained in  
24 the SAO, on December 24, 2014, Dr. Leventhal filed a Motion to Amend Settlement Agreement. At its  
25 regular meeting on February 10, 2014, the Board considered Dr. Leventhal's Motion, and after receiving  
26 argument from both parties, determined to table the Motion pending the parties' negotiating an  
27 amendment to address Dr. Leventhal's concerns.  
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Nevada State Board of Osteopathic Medicine  
2275 Corporate Circle, Suite 210 - Henderson, NV 89074  
(702) 732 - 2147



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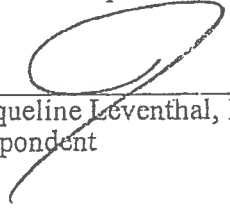
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The parties further agree that all other terms and conditions of the Settlement Agreement and Order dated October 15, 2014 shall remain in full force and effect.

Signed this 31 day of March, 2015.

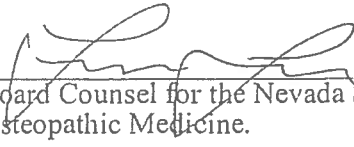
Respondent Jacqueline Leventhal

Nevada State Board of Osteopathic Medicine

By   
Jacqueline Leventhal, D.O.  
Respondent

By   
Samir Pancholi, D.O.  
Investigating Board Member

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By   
Board Counsel for the Nevada State Board of  
Osteopathic Medicine.

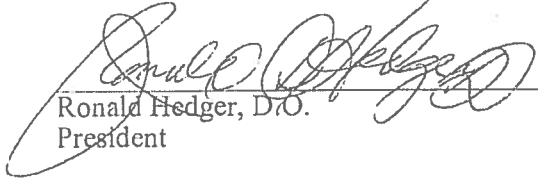
**ORDER**

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 14 day of April, 2015.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

  
\_\_\_\_\_  
Ronald Hedger, D.O.  
President



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

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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

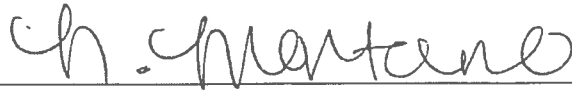
APR 20 2015

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.  
Drjax29@aol.com



\_\_\_\_\_  
An employee of the Nevada State Board of  
Osteopathic Medicine

OCT 15 2014

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

**FILED**

3	IN THE MATTER OF:	)	
4	JACQUELINE LEVENTHAL, D.O.,	)	Case No. AD1404001
5	License No. 1020,	)	SETTLEMENT AGREEMENT AND
6	Respondent.	)	ORDER

7 The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating  
 8 board member Samir Pancholi, D.O. (the IBM) and its counsel Louis Ling, hereby enters into this  
 9 Settlement Agreement and Order with Jacqueline Leventhal, D.O. (License No. 1020), represented in  
 10 this matter by John Bailey of Bailey Kennedy, LLP. Pursuant to chapter 233B and chapter 633 of the  
 11 Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and  
 12 agreed, by and between the parties in the above-entitled matter, that this matter shall be settled and  
 13 resolved upon the following terms:

**BACKGROUND**

14  
 15 1. On June 11, 2014, the Board, through its IBM, filed an Order of Summary Suspension of  
 16 License to Practice Osteopathic Medicine and a Complaint for Disciplinary Action (Complaint) in this  
 17 matter. The Order of Summary Suspension and Complaint were subsequently served upon Dr.  
 18 Leventhal.

19 2. Subsequent to the filing and service of the Order of Summary Suspension and the  
 20 Complaint, Dr. Leventhal retained the law firm Bailey Kennedy, LLP to represent her in this matter.  
 21 Through Mr. Bailey, the parties commenced settlement negotiations and stipulated to an indefinite  
 22 continuance of the scheduled hearing of this matter in order to facilitate the settlement negotiations.

**STATEMENT OF AGREED FACTS**

23  
 24 3. Jacqueline Leventhal, D.O. is licensed by the Board to practice osteopathic medicine in  
 25 Nevada (License No. 1020).

26 ///  
 27 ///  
 28 ///

1           4.     The Complaint alleges as follows:

2           (a)     On April 1, 2014, the Board received a letter from Dr. Leventhal's former  
3 employer, a service that provides physicians to emergency rooms in the Las Vegas metropolitan area.  
4 The letter included allegations of erratic behavior and patient abandonment.

5           (b)     The Board's staff investigated the allegations and found that Dr. Leventhal had  
6 failed to report to a regularly scheduled shift and was unreachable by all available means, thus forcing  
7 another physician to cover her shift and leaving some of Dr. Leventhal's patients unseen for as long as  
8 23 hours.

9           (c)     In the course of its investigation, the Board's staff found indicia that Dr.  
10 Leventhal might have experienced mental health and substance abuse issues.

11           5.     As a result of the investigation, the IBM and the Executive Director for the Board were  
12 concerned with Dr. Leventhal's fitness to serve patients in Nevada. Accordingly, on April 16, 2014, the  
13 IBM signed an order requiring Dr. Leventhal to participate in a psychiatric examination pursuant to  
14 NRS 633.561. The order was served on April 18, 2014.

15           6.     On May 9, 2014, Dr. Leventhal was examined by Dr. Piasecki. On May 31, 2014, Dr.  
16 Piasecki issued her report regarding Dr. Leventhal. In her report, Dr. Piasecki determined that Dr.  
17 Leventhal had been previously diagnosed with depression and substance abuse (alcohol and  
18 benzodiazepines) and recommended that Dr. Leventhal complete a residential assessment and treatment  
19 program before resuming duties related to patient care. Dr. Piasecki also recommended long-term  
20 aftercare in order for Dr. Leventhal to maintain her license to practice medicine.

21           7.     Based upon all of the above, on June 11, 2014, the IBM and the Board's Executive  
22 Director issued the Order of Summary Suspension of License to Practice Osteopathic Medicine.

23           8.     Additionally, the Board's investigation revealed that Dr. Leventhal had been arrested on  
24 January 1, 2009, on a charge of misdemeanor domestic battery. On November 16, 2009, the domestic  
25 battery charge was dismissed pursuant to NRS 174.085. Furthermore, Dr. Leventhal was arrested on  
26 July 25, 2013, as a result of a single-car accident in which she was the driver. Subsequently, on October  
27 10, 2013, Dr. Leventhal was charged with; (i) one count of Child Endangerment because her six-year-  
28 old son was in the car with her when she had the accident; (ii) one count of Driving Under the Influence

1 of Alcohol; and (iii) one count of Leaving the Scene of an Accident. Pursuant to a plea agreement, on  
2 February 3, 2014, Dr. Leventhal was convicted of Driving Under the Influence and the other two counts  
3 were dismissed. Dr. Leventhal received the standard sentencing for a first-time Driving Under the  
4 Influence conviction.

5 9. A check of the Board's records found that Dr. Leventhal did not report her January 1,  
6 2009 arrest to the Board within 30 days of the arrest, and further, Dr. Leventhal did not report it on her  
7 2010 renewal application. Similarly, Dr. Leventhal did not report her July 25, 2013 arrest to the Board  
8 within 30 days of the arrest and did not report it on her 2014 renewal application. Finally, Dr.  
9 Leventhal did not report her February 3, 2014 conviction to the Board within 30 days.

10 10. On her own and for her own betterment, Dr. Leventhal began treating with Dr. Michael  
11 Levy in May 2014, to address her depression and substance abuse issues. As of the date of this  
12 Settlement Agreement and Order, Dr. Leventhal continues to treat with Dr. Levy.

13 11. Based upon the above facts, the parties desire and believe that it is in both their best  
14 interests to resolve this matter without a full hearing on the merits.

15 APPLICABLE LAW AND UNDERSTANDINGS

16 12. Dr. Leventhal understands and acknowledges that the conduct as stated in the preceding  
17 eleven paragraphs constitutes violations of the Nevada Revised Statutes (NRS) chapter 633 and the  
18 Nevada Administrative Code (NAC) chapter 633 and that she is subject to disciplinary action by the  
19 Board as a result of that conduct. In particular, the parties agree that Dr. Leventhal's conduct as stated  
20 in the preceding eleven paragraphs constitutes violations of NRS 633.131(1)(l) (violation of the Board's  
21 regulations), NRS 633.131(1)(f)(2) (conduct detrimental to the public health, safety or morals), and  
22 NRS 633.131(1)(k) (disobedience of Board's regulations). Therefore, the Board may impose discipline  
23 pursuant to NRS 633.511(1) (unprofessional conduct), NRS 633.511(5) (professional incompetence),  
24 NRS 633.511(14) (terminating medical care of a patient), NRS 633.511(18) (engaging in an unsafe act),  
25 NRS 633.511(17) (failing to timely report her arrest), and NRS 633.131(1)(a) (providing inaccurate  
26 information on her renewal application).

27 13. Dr. Leventhal and the IBM agree that it is in the best interests of Dr. Leventhal and the  
28 Board to resolve this matter without a full hearing on the merits.

1           14. Dr. Leventhal is aware of, understands, and has been advised of the effect of this  
2 Settlement Agreement, which she has carefully read and fully acknowledged. Dr. Leventhal  
3 acknowledges that she reviewed this Settlement Agreement with and consulted with her legal counsel at  
4 Bailey Kennedy, LLP before entering into this Settlement Agreement.

5           15. Dr. Leventhal has freely and voluntarily entered into the Settlement Agreement, and she  
6 is aware of her rights to contest the charges pending against her. These rights include representation by  
7 an attorney at her own expense, the right to a public hearing on any charges or allegations formally  
8 filed, the right to confront and cross-examine witnesses called to testify against her, the right to present  
9 evidence on her own behalf, the right to testify on her own behalf, the right to obtain any other type of  
10 formal judicial review of this matter, and any other rights which may be accorded to her pursuant the  
11 provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Leventhal is  
12 voluntarily waiving all these rights in exchange for the Board's acceptance of this Settlement  
13 Agreement.

14           16. Should this Settlement Agreement be rejected by the Board, it is agreed that presentation  
15 to and consideration by the Board of such proposed Settlement Agreement or other documents or  
16 matters pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally  
17 prejudice the Board or any of its members from further participation, consideration, adjudication, or  
18 resolution of these proceedings and that no Board member shall be disqualified or challenged for bias  
19 based on the presentation and consideration of the proposed Settlement Agreement.

20           17. Dr. Leventhal acknowledges that this Settlement Agreement shall only become effective  
21 after both the Board and she have duly executed it.

22           18. Both parties acknowledge that the Board has jurisdiction to consider and ratify this  
23 Settlement Agreement and Order because Dr. Leventhal is an osteopathic physician licensed by the  
24 Board. Dr. Leventhal expressly, knowingly, and intentionally waives the 21-day notice requirement  
25 contained in the Nevada Open Meeting Law and acknowledges that this Settlement Agreement and  
26 Order may be presented to the Board for its consideration and potential ratification at the Board's  
27 meeting on October 14, 2014.  
28

1 19. Pursuant to NRS 622.330, this Settlement Agreement is not a public record and shall be  
2 deemed confidential.

3 AGREED DISCIPLINARY ACTION

4 THE PARTIES DO HEREBY AGREE as a result of the acknowledgements contained in  
5 paragraphs 1 through 19 above, that the following discipline is fair and appropriate and should be  
6 imposed by the Board by way of resolution of this matter:

7 1. Dr. Leventhal shall pay the Board's fees and costs incurred in the investigation and  
8 prosecution of this matter, totaling \$8,300.00, by cashier's or certified check or money order made  
9 payable to: "Nevada State Board of Osteopathic Medicine." Dr. Leventhal may make payment  
10 arrangements with the Board's Executive Director by which payment of the fees and costs can be made  
11 over a period of two years from the effective date of this Settlement Agreement and Order.

12 2. Within ten days of the effective date of this Settlement Agreement and Order, Dr.  
13 Leventhal shall arrange for an assessment with Larry Espadero, LADC at Montevista Hospital. Dr.  
14 Leventhal shall cooperate with Mr. Espadero's assessment in all respects, which shall include executing  
15 a release and documents as may be required by Mr. Espadero to allow Mr. Espadero to provide the  
16 results of his assessment to, and will allow him to discuss them with, the Board's staff and the IBM.

17 3. If Mr. Espadero determines that Dr. Leventhal does not have a substance abuse disorder,  
18 then Dr. Leventhal need not treat with Mr. Espadero and the suspension of Dr. Leventhal's license shall  
19 terminate.

20 4. If Mr. Espadero determines that Dr. Leventhal does have a substance abuse disorder,  
21 then Dr. Leventhal's license shall remain suspended and her license shall immediately thereafter be on  
22 probation according to the terms and conditions set out hereafter:

23 (a) Dr. Leventhal shall enter into a contract with Mr. Espadero setting forth the terms  
24 of her participation in a substance abuse treatment program approved by Mr. Espadero, which he deems  
25 necessary to address Dr. Leventhal's disorder and condition. Dr. Leventhal shall comply with the terms  
26 of the contract and Mr. Espadero's reasonable requests related thereto.

27 (b) The term of the probation ordered herein shall be determined by her progress and  
28 prognosis as determined by Mr. Espadero.

1 (c) At least quarterly throughout the period of the probation, Mr. Espadero shall  
2 provide to the Board's office a report detailing Dr. Leventhal's compliance with the terms of her  
3 contract, her current status and diagnosis, her prognosis, and any other information Mr. Espadero deems  
4 necessary or important to the Board and the IBM in assessing Dr. Leventhal's competence and fitness to  
5 practice osteopathic medicine.

6 (d) Mr. Espadero shall promptly report to the Board's office all violations by Dr.  
7 Leventhal of her contract and this Settlement Agreement and Order.

8 (e) When Mr. Espadero has determined that Dr. Leventhal is competent and fit to  
9 practice osteopathic medicine, he shall provide a written notice to the Board's office. Thereafter, the  
10 Board's staff shall schedule Dr. Leventhal and Mr. Espadero to appear at the next regular Board  
11 meeting. At the Board meeting, Dr. Leventhal and Mr. Espadero shall appear to answer the Board's  
12 questions and to address the Board's concerns, if any. If the Board determines that Dr. Leventhal has  
13 addressed her issues such that she is competent and fit to practice osteopathic medicine, the Board shall  
14 terminate Dr. Leventhal's suspension upon such terms and conditions as it deems just and necessary at  
15 the time, which may include, but is not limited to, potential extension of the probationary term,  
16 requiring certain aftercare, requiring certain reporting regarding the aftercare, and other similar terms  
17 and conditions.

18 (f) Dr. Leventhal shall bear all costs associated with the compliance of her substance  
19 abuse treatment contract. Failure to pay such costs shall be considered a breach of this Settlement  
20 Agreement and Order.

21 (g) Dr. Leventhal may continue to treat with Dr. Levy throughout the period of the  
22 probation as she deems necessary and appropriate. Dr. Leventhal shall ensure that Dr. Levy and Mr.  
23 Espadero communicate and share such information and documents and otherwise cooperate as  
24 necessary to further the treatment of Dr. Leventhal by both Dr. Levy and Mr. Espadero.

25 5. Dr. Leventhal shall meet with the Board or its representatives, upon request, and shall  
26 cooperate with such representatives in their supervision, monitoring, investigation, or auditing, to assure  
27 compliance with the terms and conditions of this Settlement Agreement and Order. Dr. Leventhal shall  
28 pay any and all reasonable and necessary costs incurred by the Board resultant from this paragraph.

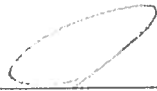


1           6.       In the event Dr. Leventhal fails to materially comply with any term of this Settlement  
2 Agreement and Order, she agrees that her osteopathic physician's license in the State of Nevada shall be  
3 automatically suspended without any action of the Board other than the issuance of an Order of  
4 Suspension by the Executive Director. Should there be a dispute over whether Dr. Leventhal has failed  
5 to materially comply with any term of this Settlement Agreement and Order, Dr. Leventhal shall be  
6 entitled to a hearing before the Board, within 45 days of the issuance of the Order of Suspension, to  
7 determine whether continued suspension is warranted. Additionally, Dr. Leventhal's failure to comply  
8 with any term or condition of this Settlement Agreement and Order may result in further discipline by  
9 the Board, up to and potentially including revocation of her license. The Board's staff may take any and  
10 all actions it deems necessary to collect any sums ordered that remain unpaid. If the Board's staff is  
11 required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney's  
12 fees and costs incurred in pursuing such judicial action.

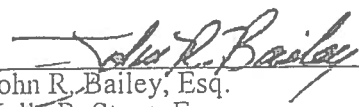
13           Signed this 14 day of October, 2014.

14 Respondent Jacqueline Leventhal

Nevada State Board of Osteopathic Medicine

15 By   
16 \_\_\_\_\_  
17 Jacqueline Leventhal, D.O.  
18 Respondent

By \_\_\_\_\_  
Samir Pancholi, D.O.  
Investigating Board Member

19 By   
20 \_\_\_\_\_  
21 John R. Bailey, Esq.  
22 Kelly B. Stout, Esq.  
23 Bailey ♦ Kennedy  
24 8984 Spanish Ridge Ave.  
25 Las Vegas, Nevada 89148

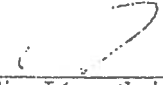
By \_\_\_\_\_  
General Counsel for the Nevada State Board of  
Osteopathic Medicine

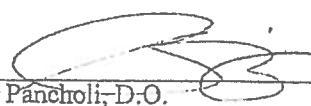
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11 required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney's  
12 fees and costs incurred in pursuing such judicial action.


13           Signed this 14 day of October, 2014.

14 Respondent Jacqueline Leventhal

Nevada State Board of Osteopathic Medicine

15  
16 By   
Jacqueline Leventhal, D.O.  
Respondent

15  
16 By   
Samir Pandhori, D.O.  
Investigating Board Member

17  
18  
19 By   
John R. Bailey, Esq.  
Kelly B. Stout, Esq.  
Bailey ♦ Kennedy  
8984 Spanish Ridge Ave.  
Las Vegas, Nevada 89148

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19 By   
General Counsel for the Nevada State Board of  
Osteopathic Medicine

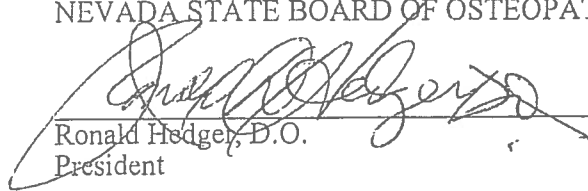
ORDER

1  
2 WHEREAS, on October 14, 2014, the Nevada State Board of Osteopathic  
3 Medicine approved and adopted the terms and conditions set forth in the Agreed Settlement and Order  
4 with Jacqueline Leventhal, D.O.

5 IT IS SO ORDERED.

6 SIGNED AND EFFECTIVE this 14 day of October, 2014.

7  
8 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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10   
11 Ronald Hedge, D.O.  
12 President

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Nevada State Board of Osteopathic Medicine  
901 American Pacific Drive, Unit 180 • Henderson, NV 89014  
(702) 732-2147

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BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT  
AGAINST  
JACQUELINE LEVENTHAL, D.O.,  
License No. 1020,  
RESPONDENT.

) Case No.: AD1404001

NV STATE BOARD OF  
OSTEOPATHIC MEDICINE

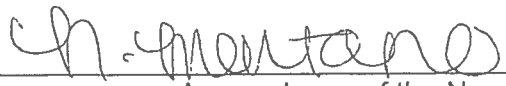
OCT 15 2014

**FILED**

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of October, 2014, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via E-Mail, addressed as follows:

JBailey@baileykennedy.com  
Attorney for Respondent



\_\_\_\_\_  
An employee of the Nevada State Board of  
Osteopathic Medicine

NV STATE BOARD OF  
OSTEOPATHIC MEDICINE

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

JUN 12 2014

FILED

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2  
3 IN THE MATTER OF: )  
4 JACQUELINE LEVENTHAL, D.O., )  
5 License No. 1020, )  
6 Respondent. )

Case No. AD1404001

COMPLAINT FOR DISCIPLINARY ACTION

7 The Nevada State Board of Osteopathic Medicine, by and through its investigating board member  
8 Samir Pancholi, D.O., hereby makes the following complaint for disciplinary action against Dr.  
9 Jacqueline Leventhal, D.O. (License No. 1020) pursuant to NRS 633.541(3) and 622A.300(1). This  
10 complaint is made and based upon the following facts and causes of action.

11 I.

12 Jacqueline Leventhal, D.O. is licensed by the Board to practice osteopathic medicine in Nevada  
13 (License No. 1020).

14 II.

15 On April 1, 2014, the Board received a letter from Miguel Gonzalez, M.D., managing physician at  
16 Platinum Hospitalists, a service that provides physicians to emergency rooms in the Las Vegas  
17 metropolitan area. Dr. Leventhal had been employed by Platinum Hospitalists to work in the emergency  
18 room at Summerlin Hospital's emergency room. The letter provided a detailed account of erratic  
19 behavior and patient abandonment by Dr. Leventhal in March 2014 for which Dr. Leventhal was  
20 terminated by Platinum Hospitalists. The Board's staff treated Dr. Gonzalez' letter as a complaint and  
21 opened an investigation regarding Dr. Leventhal.

22 III.

23 The Board's investigation confirmed the allegations made by Dr. Gonzalez regarding Dr.  
24 Leventhal's erratic behavior and patient abandonment commencing March 11, 2014 when she was  
25 scheduled for a 24-hour shift and then became unreachable by all available means, thus forcing another  
26 physician to cover her shift and leaving some of Dr. Leventhal's patients unseen for as long as 24 hours.  
27 The Board's investigation also found that Dr. Leventhal's behavior from March 11, 2014 through the  
28 eventual termination of her relationship with Platinum Hospitalists on March 17, 2014 was erratic and

1 indicative of potential mental health issues (depression) and potential substance abuse (alcohol and  
2 benzodiazepines).

3 IV.

4 The Board's investigation found additional indicia that Dr. Leventhal might have mental health  
5 and substance abuse issues. For example, Dr. Leventhal's medical records show a history of depression  
6 and anxiety. Dr. Leventhal's personal prescription history from April 2013 through April 2014 showed  
7 that she received prescriptions for various benzodiazepines from multiple providers without informing  
8 them that she had obtained the same or similar prescriptions from preceding providers and that she filled  
9 at many different pharmacies, all behavior indicative of "doctor shopping."

10 V.

11 Additionally, the Board's investigation revealed that Dr. Leventhal had been subject of an  
12 involuntary hospitalization, known as a "Legal 2000," at Spring Valley Hospital Medical Center on March  
13 12-13, 2014. The basis for the involuntary hospitalization was that Dr. Leventhal's husband had found  
14 her at their home unconscious surrounded by several empty prescription vials. After diagnosing Dr.  
15 Leventhal with depression and alcohol intoxication and after determining that she presented no risk of  
16 harm to herself or others, Dr. Leventhal was discharged on March 13, 2014.

17 VI.

18 Additionally, the Board's investigation determined that Dr. Leventhal had been arrested on July  
19 25, 2013 as a result of a single-car accident in which she was the driver. Subsequently, on October 10,  
20 2013, Dr. Leventhal was charged with one count of Child Endangerment because her six-year-old son was  
21 in the car with her when she had the accident, one count of Driving Under the Influence of Alcohol, and  
22 one count of Leaving the Scene of an Accident. Pursuant to a plea agreement, on February 3, 2014, Dr.  
23 Leventhal was convicted on Driving Under the Influence and the other two counts were dismissed. Dr.  
24 Leventhal received the standard sentencing for a first-time Driving Under the Influence conviction.

25 VII.

26 A check of the Board's records found that Dr. Leventhal did not report her July 25, 2013 arrest to  
27 the Board, did not report her February 3, 2014 conviction to the Board, and did not report either on her  
28 2014 renewal application.

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VIII.

As a result of the above related investigation and information, the IBM and Executive Director for the Nevada Board of Osteopathic Medicine were concerned with Dr. Leventhal's fitness to serve patients in Nevada, so on April 16, 2014 the IBM signed an order requiring Dr. Leventhal to participate in a psychiatric examination pursuant to NRS 633.561. The order was served on April 18, 2014. The order required Dr. Leventhal to undergo a psychiatric examination to be conducted by Dr. Melissa Piasecki on April 24, 2014, which date was subsequently changed to May 9, 2014. The order also required Dr. Leventhal to pay \$3,300.00 as and for Dr. Piasecki's fee.

IX.

Though Dr. Leventhal has acknowledged to the Board's Executive Director that she understood that the April 16, 2014 Order required her to pay Dr. Piasecki's fee of \$3,300.00, thought Dr. Leventhal agreed with the Board's Executive Director to pay the \$3,300.00 for Dr. Piasecki's fee, and though the Board's Executive Director has made several attempts to obtain compliance from Dr. Leventhal, as of the date of this Complaint for Disciplinary Action Dr. Leventhal has not paid any of the Dr. Piasecki's fee.

X.

On May 9, 2014, Dr. Leventhal was examined by Dr. Piasecki. On May 31, 2014, Dr. Piasecki issued her report regarding Dr. Leventhal. Dr. Piasecki made four findings and one recommendation as follows:

1. Dr. Leventhal's history is consistent with a recurrent alcohol use disorder. She was diagnosed with alcohol dependence and benzodiazepine abuse in 2003 and appears to have had relapsed with ongoing problematic substance use 2013 and 2014. Although she denies problem drinking, the documented DUI and Legal 2000 while intoxicated indicate that her alcohol use was not controlled. Her noncompliance with Soberlink suggests active drinking behavior in March, April and May.  
  
Dr. Leventhal did not disclose her previous diagnosis and treatment at Betty Ford during my assessment. She appeared to minimize her alcohol use, lapses in monitoring and the recent problems meeting patient care duties that are described in a complaint.
2. Dr. Leventhal's Prescription Monitoring Report is suggestive of benzodiazepine misuse or abuse in 2013 and 2014. She was running out of prescriptions early, going to multiple providers, obtaining controlled substances from a colleague (Dr. Pulido) and not notifying her regular providers on these efforts to obtain benzodiazepines and opioids. Her benzodiazepine use may represent an attempt to manage alcohol use.
3. Dr. Leventhal's use of alcohol and benzodiazepines impacted her ability to practice medicine following her relapse in March. The complaints to the NSBOM indicating problems with her



1 ability to provide safe and effective patient care, a DUI and a Legal 2000 admission for  
2 suicidal statements while intoxicated are convergent evidence of significant impairment.

- 3 4. Dr. Leventhal's history is notable for depression and anxiety as well as significant relationship  
4 stress. These problems are likely linked to her substance use problems and may also impact  
5 on her ability to practice.
- 6 5. I recommend that Dr. Leventhal be required by the NSBOM to complete a residential  
7 assessment and treatment program, such as the Center for Professional Renewal, prior to  
8 resuming any duties related to patient care. She is in need of a comprehensive assessment  
9 of her substance use and mental health treatment needs. After completion of a residential  
10 assessment and treatment program, I recommend that Dr. Leventhal be required to follow up  
11 long term (length of time to be determined by the residential program and NSBOM) with  
12 aftercare treatment.

13 XI.

14 Based upon all of the above, on June 10, 2014, the Investigating Board Member and the  
15 Board's Executive Director issued an Order of Summary Suspension of License to Practice  
16 Osteopathic Medicine, summarily suspending Dr. Leventhal's license to practice osteopathic  
17 medicine in Nevada and informing Dr. Leventhal of her rights thereunder, including the right to  
18 a hearing within 45 days pursuant to this Complaint for Disciplinary Action.

19 FIRST CAUSE OF ACTION

20 XII.

21 Dr. Piasecki's examination and findings that Dr. Leventhal's depression, anxiety, alcohol  
22 use, and benzodiazepine use combine to compel Dr. Leventhal to require "a residential  
23 assessment and treatment program . . . prior to resuming any duties related to patient care," gives  
24 rise to a rebuttable presumption as a matter of law that Dr. Leventhal is incompetent to practice  
25 osteopathic medicine with reasonable skill and safety to patients, constituting violations of  
26 Nevada Revised Statutes (NRS) 633.511(1) and/or NRS 633.511(5) and/or NRS 633.511(18)  
27 and/or Nevada Administrative Code (NAC) 633.370.

28 SECOND CAUSE OF ACTION

XIII.

In abandoning patients for which she was responsible at Summerlin Hospital on March  
11, 2014 without making arrangements for the continuation of care for those patients, Dr.

1 Leventhal violated NRS 633.131(1)(f)(2) and/or NRS 633.511(1) and/or NRS 633.511(14)  
2 and/or NAC 633.350(1)(b).

3 THIRD CAUSE OF ACTION

4 XIV.

5 In obtaining various benzodiazepines - controlled substances in schedules III or IV - from  
6 numerous practitioners without first informing them that she had obtained the same or similar  
7 controlled substances from preceding practitioners and then taking those prescriptions to  
8 numerous pharmacies to have them filled, Dr. Leventhal violated NRS 633.131(1)(k) and/or NRS  
9 633.511(1) and/or NRS 453.391(2).

10 FOURTH CAUSE OF ACTION

11 XV.

12 In failing to inform the Board's office in writing within 30 days of any and all of the  
13 following: (1) that she had been arrested July 25, 2013, (2) that she had been charged with three  
14 crimes on October 10, 2013 resultant from the arrest, or (3) that she had been convicted of a  
15 crime on February 3, 2014 resultant from the arrest, Dr. Leventhal violated NRS 633.511(17).

16 FIFTH CAUSE OF ACTION

17 XVI.

18 In failing to inform the Board of her July 25, 2013 arrest or that she had been charged  
19 with three crimes on October 10, 2013 on her renewal application that she submitted on  
20 November 24, 2013 even though the renewal application specifically asked for such information,  
21 Dr. Leventhal violated NRS 633.131(1)(a) and/or NRS 633.511(1).

22 SIXTH CAUSE OF ACTION

23 XVII.

24 In failing to comply with the April 14, 2014 Order by failing to pay Dr. Piasecki's fee of  
25 \$3,300.00, Dr. Leventhal violated NRS 633.131(1)(k) and/or NRS 633.131(1)(l) and/or NRS  
26 633.511(1) and/or NAC 633.350(1)(h).

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Wherefore, it is hereby requested that appropriate discipline be entered against Dr. Leventhal based upon this Complaint pursuant to NRS 633.651.

Signed this 12<sup>th</sup> day of June, 2014.

By   
Samir Pancholi, D.O.  
Investigating Board Member

NOTICE OF HEARING AND  
STATEMENT OF RESPONDENT'S RIGHTS

As the Respondent in this action, you have the following rights:

1. A hearing regarding this matter will be held before Hearing Officer Jill Greiner at the following date and place:  

July 10 and 11, 2014 at 10:00 a.m. or as soon thereafter as possible

Board Conference Room  
901 American Pacific Drive, Unit 180  
Henderson, Nevada 89014
2. You may appear at the hearing of this matter. You may be represented by your counsel of choice. The hearing shall be conducted at an open and public hearing of the Board and shall be conducted in conformance with NRS chapters 233B, 622A, and 633 and NAC chapter 633, including your right to present testimony and evidence in support of your case and your right to cross-examine witnesses presented by the Board's staff.
3. Pursuant to NRS 622A.320(1), you may file an Answer to the above Complaint in this matter. To do so, you must file your Answer in writing with the Board's office within 20 days of your receipt of the above Complaint. Your failure to timely file an Answer to the Complaint may be deemed by the Hearing Officer or the Board to be an admission to the contents of the Complaint.
5. You may request that the Board issue subpoenas to compel the attendance of witnesses or the production of evidence at the hearing of the matter pursuant to NRS 633.281.
6. Should you choose not to appear at the hearing of the matter, the Board may enter a default against you and still proceed with the hearing of the matter in your absence pursuant to NRS 622A.350.
7. You may seek to negotiate a settlement regarding this matter. If you desire to discuss a potential settlement of the matter, you may contact Louis Ling, Board Counsel, at (775) 233-9099 or at louisling@mc.com.

