



1 **permitted by law.”** (Emphasis added.) This statute was added to the law in 2003. By  
2 the use of the word “shall” by the Nevada State Legislature in this statute, the  
3 Legislature intended to mandatorily require all osteopathic physicians to report any of  
4 the four (4) events mentioned in the statute.

- 5 D. NRS 622.400(1) states that a “regulatory body [such as this Board] may recover from a  
6 person reasonable attorney’s fees and costs that are incurred by the regulatory body as  
7 part of its investigative, administrative and disciplinary proceedings against the person  
8 if the regulatory body” either enters a final order or enters into a settlement agreement.
- 9 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
10 Board to file a formal disciplinary complaint.
- 11 F. WHEREAS, the parties understand that this Agreement will be signed by the respective  
12 parties and will then be offered to the Board for it’s approval at the next Board meeting,  
13 with the recommendation of the Investigating Board Member that this matter be settled.  
14 The Agreement shall not become effective until it has been approved by a majority of  
15 the Board and endorsed by a representative member of the Board.
- 16 G. WHEREAS, Dr. Pinckard understands that the Board is free to accept or reject this  
17 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed  
18 and a hearing scheduled on the same. The Board members who review this matter for  
19 approval of this Agreement may be the same members who ultimately hear the  
20 disciplinary complaint if this Agreement is not approved by the Board. Dr. Pinckard  
21 hereby agrees to waive any rights she might have to challenge the impartiality of the  
22 Board to hear the disciplinary complaint, based on prior knowledge obtained by the  
23 Board through consideration of this Agreement, if after review by the Board, this  
24 Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it  
25 shall be regarded as null and void.
- 26 H. WHEREAS, Dr. Pinckard acknowledges that the Board will retain jurisdiction over this  
27 matter until all terms and conditions set forth in this Agreement and Order have been  
28 met to the satisfaction of the Board.
- I. WHEREAS, Dr. Pinckard 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.
- J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
and to save further costs and expenses, Dr. Pinckard has elected to enter into this  
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Pinckard 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).
- L. WHEREAS, Dr. Pinckard has had the opportunity to obtain the advice from competent  
counsel of her choice concerning the terms and conditions of this Agreement and the  
execution thereof. No coercion has been exerted upon Dr. Pinckard, nor have any  
promises been made other than those reflected in this Agreement. Dr. Pinckard freely  
and voluntarily entered into this agreement, motivated only by a desire to resolve the  
issues addressed herein. Dr. Pinckard has executed this Agreement only after a  
careful reading of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Pinckard is fully aware of her rights to contest the charges pending  
against her. These rights include: representation by an attorney at her own expense,  
the right to a public hearing on any charges or allegations filed, the right to confront and  
cross-examine witnesses called to testify against her, the right to present evidence on  
her own behalf, the right to compulsory process to secure the attendance of such  
witnesses, the right to testify on her own behalf, the right to receive written findings of

1 fact and conclusions of law supporting the decision on the merits of the complaint and  
2 the right to obtain judicial review of the Board's decision. Should the Board accept this  
3 Agreement, Dr. Pinckard voluntarily waives these rights.

4 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
5 of the State of Nevada.

6 O. WHEREAS, this Agreement and Order contains a complete description of the  
7 agreement between the parties and it supersedes any previous agreements between  
8 the parties. All material representations, understandings and promises of the parties  
9 are contained in this Agreement. Any modifications must be set forth in writing, signed  
10 by all the parties, and approved by the Board.

### 11 III. TERMS OF THE AGREEMENT

12 A. Dr. Pinckard acknowledges that the failure to report allegations are true, and each  
13 such act (failure to timely report) is a violation of NRS chapter 633 for which  
14 discipline is permissible under Nevada law. In exchange for the Board not pursuing  
15 an administrative action on the non-reporting allegations, and Dr.  
16 Pinckard not pursuing subsequent reviews by the appropriate appellate Courts, the  
17 parties have agreed to resolve the current matter, and only this matter. Dr.  
18 Pinckard will henceforth insure that all lawsuits involving him will be timely and  
19 accurately reported to the Board, and the failure to do so may result in the Board  
20 bringing a disciplinary action against the osteopathic medical license issued by the  
21 Board to Dr. Pinckard. If any lawsuit is not reported to the Board, such will be in  
22 violation of this agreement as well as the applicable statutes. **ADDITIONALLY,  
23 THE BOARD ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE,  
24 THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED BY  
25 THE BOARD; AND THAT THE PARTIES HAVE SIMPLY AGREED TO AN  
26 ADMINISTRATIVE FINE BEING ASSESSED SOLELY FOR THE NON-  
27 REPORTING VIOLATION.**

28 B. Dr. Pinckard 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. 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  
monthly installments of \$ \_\_\_\_\_ each with the first payment being due on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2010, and a like payment being due on the  
\_\_\_\_\_ day of each month thereafter until said amount is paid in full.

C. Should Dr. Pinckard fail to satisfy and pay the indebtedness of \$500.00 in a timely  
manner as discussed herein, Dr. Pinckard understands and agrees that she will be  
considered in default of this Agreement, and this agreement will be null and void,  
with the Respondent receiving credit for payments made to date. The Board may  
take whatever action it deems appropriate, including but not limited to reducing the  
balance to judgment pursuant to NRS chapter 353C.

D. The Respondent, Dr. Pinckard, agrees to bear her own fees and costs, including the  
fees and expenses of her own attorney(s) if applicable.

E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
the parties hereto and their respective heirs, personal representatives, assigns and  
successors in interest of each party.

F. This Agreement and Order shall be construed in accordance with the laws of the  
State of Nevada.

*PD  
in  
Full*

- 1 G. This settlement agreement consists of five (5) pages and embodies the entire  
 2 agreement between the Board and the osteopathic physician. It may not be altered,  
 3 amended or modified without the express consent of the parties, and any  
 4 subsequent alteration, amendment, or modification shall be in writing and subject to  
 5 approval by the Board.
- 6 H. In consideration for the execution of this Agreement, Dr. Pinckard hereby releases  
 7 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
 8 and the Attorney General's Office (as counsel for the Board), and each of their  
 9 representatives, investigators, and employees, in their individual and representative  
 10 capacity (collectively the State of Nevada Agencies) from any and all manner of  
 11 actions, causes of actions, suits, debts, judgments, executions, claims, and  
 12 demands whatsoever known or unknown, in law and in equity, that she may have  
 13 had, now has, may have had, or claim to have against any and all of the persons  
 14 and entities named in this paragraph arising out of, or by reason of, the investigation  
 15 of the allegations raised in this matter, and other matters relating thereto.
- 16 I. Dr. Pinckard, for herself, her heirs, executors, administrators, successors and  
 17 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
 18 State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
 19 each of their members, agents and employees in their individual and representative  
 20 capacities against any and all claims, suits, demands, actions, debts, damages,  
 21 costs, charges, and expenses, including court costs and attorney's fees against any  
 22 persons or entities as well as all liability, losses, and damages of any nature  
 23 whatsoever that the persons and entities named in this paragraph shall have or may  
 24 at any time sustain or suffer by reason of this investigation, this settlement or its  
 25 administration.
- 26 J. This document may be prepared in multiple counterparts. Each counterpart,  
 27 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
 28 shall be deemed an original hereof if executed by each of the Parties hereto.
- K. LASTLY, by executing this agreement, Respondent hereby expressly, knowingly,  
 and intentionally waive the 21-working days notice requirement pursuant to the  
 Open Meeting Laws and acknowledges that this Agreement shall be on the agenda  
 for the Board's approval in the month of APRIL, 2010.

JOYCE PINCKARD, D.O.

By: Joyce Pinckard, D.O.  
 Osteopathic Physician

Dated: 3/18/2010

NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE

BY: \_\_\_\_\_  
 Rota Rosaschi, M.P.A.  
 Investigating Board Member

By \_\_\_\_\_  
 Dianna Hegeduis, Executive Director -  
 Board Counsel

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

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

- 1 G. This settlement agreement consists of five (5) pages and embodies the entire  
2 agreement between the Board and the osteopathic physician. It may not be altered,  
3 amended or modified without the express consent of the parties, and any  
4 subsequent alteration, amendment, or modification shall be in writing and subject to  
5 approval by the Board.
- 6 H. In consideration for the execution of this Agreement, Dr. Pinckard hereby releases  
7 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
8 and the Attorney General's Office (as counsel for the Board), and each of their  
9 representatives, investigators, and employees, in their individual and representative  
10 capacity (collectively the State of Nevada Agencies) from any and all manner of  
11 actions, causes of actions, suits, debts, judgments, executions, claims, and  
12 demands whatsoever known or unknown, in law and in equity, that she may have  
13 had, now has, may have had, or claim to have against any and all of the persons  
14 and entities named in this paragraph arising out of, or by reason of, the investigation  
15 of the allegations raised in this matter, and other matters relating thereto.
- 16 I. Dr. Pinckard, for herself, her heirs, executors, administrators, successors and  
17 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
18 State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
19 each of their members, agents and employees in their individual and representative  
20 capacities against any and all claims, suits, demands, actions, debts, damages,  
21 costs, charges, and expenses, including court costs and attorney's fees against any  
22 persons or entities as well as all liability, losses, and damages of any nature  
23 whatsoever that the persons and entities named in this paragraph shall have or may  
24 at any time sustain or suffer by reason of this investigation, this settlement or its  
25 administration.
- 26 J. This document may be prepared in multiple counterparts. Each counterpart,  
27 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
28 shall be deemed an original hereof if executed by each of the Parties hereto.
- K. LASTLY, by executing this agreement, Respondent hereby expressly, knowingly,  
and intentionally waive the 21-working days notice requirement pursuant to the  
Open Meeting Laws and acknowledges that this Agreement shall be on the agenda  
for the Board's approval in the month of April, 2010.

JOYCE PINCKARD, D.O.

By: \_\_\_\_\_  
Osteopathic Physician

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

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY: Rota Rosaschi  
Rota Rosaschi, M.P.A.  
Investigating Board Member

Dated: 3/22/10

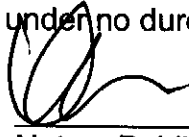
NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By: Dianna Hegeduis  
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 3-25-2010

1  
2 **ACKNOWLEDGEMENT**

3 On this the 18<sup>th</sup> day of March, 2010, the said JOYCE  
4 PINCKARD, D.O., personally appeared before me, a notary public, and signed the above  
5 document, freely and voluntarily, under no duress.

6 

7 Notary Public



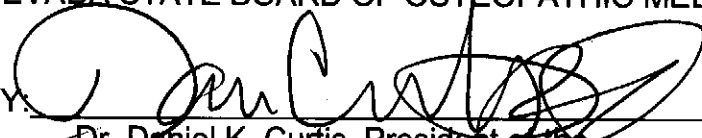
9 **ORDER OF THE BOARD**

10 **IT IS SO ORDERED.**

11 **IT IS FURTHER ORDERED** that should Dr. Pinckard fail to comply with any terms or  
12 conditions of this Agreement, Dr. Pinckard will be in breach of this Agreement; and this  
13 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
14 including but not limited to proceeding with the administrative action against Dr. Pinckard.  
15 Should this Agreement become null and void by Dr. Pinckard's failure to comply with terms or  
16 conditions of this Agreement, the Board may not only pursue an administrative action against  
17 Dr. Pinckard, but the Board may also seek the maximum fees, fines, and costs.

18  
19 DATED this 6<sup>th</sup> day of April, 2010.

20 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

21   
22 BY: \_\_\_\_\_  
23 Dr. Daniel K. Curtis, President of the  
24 Board