

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**
2 **OF THE STATE OF NEVADA**

3 * * * * *

4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **STEVEN LEE OLENCHAK, PA-C,**
8 **Respondent.**

Case No. 19-22430-1

FILED

SEP - 6 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and
13 attorney for the IC, and Steven Lee Olenchak, PA-C (Respondent), a licensed physician assistant
14 in Nevada, assisted by his attorney, Michael D. Navratil, Esq., of the law firm of John H. Cotton
15 & Associates, Ltd., hereby enter into this Settlement Agreement (Agreement) based on the
16 following:¹

17 **A. Background**

18 1. Respondent is a physician assistant currently licensed in active status by the Board
19 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
20 Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada.
21 His license was originally issued on September 12, 2001 (License No. PA688).

22 2. On August 8, 2019, in Case No. 19-22430-1, the IC filed a formal Complaint
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
24 Complaint alleges one (1) violation of NRS 630.306(1)(b)(2), Violation of Standards of Practice

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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or
federal court proceeding, or any credentialing or privileges matter.

1 (Count I), and one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records
2 (Count II).

3 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
4 provided in NRS 630.352.

5 4. Respondent was properly served with a copy of the Complaint, has reviewed and
6 understands the Complaint, and has had the opportunity to consult with competent counsel
7 concerning the nature and significance of the Complaint.

8 5. Respondent is hereby advised of his rights regarding these administrative matters, and
9 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
10 certain rights in these administrative matters as set out by the United States Constitution, the Nevada
11 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
12 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in
13 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the
14 Complaint, the right to representation by counsel, at his own expense, in the preparation and
15 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
16 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
17 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

18 6. Respondent understands that, under the Board's charge to protect the public by
19 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
20 license, including license probation, license suspension, license revocation and imposition of
21 administrative fines, as well as any other reasonable requirement or limitation, if the Board
22 concludes that Respondent violated one or more provisions of the Medical Practice Act.

23 7. Respondent understands and agrees that this Agreement, by and between
24 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
25 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
26 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
27 Board has the right to decide in its own discretion whether or not to approve this Agreement.
28 Respondent further understands and agrees that if the Board approves this Agreement, then the

1 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

2 **B. Terms & Conditions**

3 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters
4 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
5 conditions:

6 1. **Jurisdiction**. Respondent is, and at all times relevant to the Complaint has been, a
7 physician assistant licensed to practice medicine in Nevada subject to the jurisdiction of the Board
8 as set forth in the Medical Practice Act.

9 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement**.
10 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
11 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
12 matter materially changes prior to entering into this Agreement and for the duration of this
13 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
14 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
15 have a full consultation with and upon the advice of legal counsel.

16 3. **Waiver of Rights**. In connection with this Agreement, and the associated terms
17 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
18 with these administrative matters. Respondent hereby knowingly, willingly and intelligently
19 waives all rights arising under the United States Constitution, the Nevada Constitution, the
20 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him
21 or that may apply to him in connection with the administrative proceedings resulting from the
22 Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations
23 set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the
24 Board. Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
25 Agreement, without a hearing or any further proceedings and without the right to judicial review.

26 4. **Acknowledgement of Reasonable Basis to Proceed**. As of the time of entering
27 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
28 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in

1 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
2 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have
3 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
4 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
5 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
6 Complaint, but for the purposes of resolving these matters and for no other purpose, Respondent
7 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
8 effectuate this Agreement.

9 **5. Consent to Entry of Order.** In order to resolve this Complaint pending against
10 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
11 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
12 the following terms and conditions are hereby agreed upon:

13 a. Respondent admits to Counts I and II of the Complaint, Violating Standards of
14 Practice and Failure to Maintain Proper Medical Records, respectively.

15 b. Respondent will pay the costs and expenses incurred in the investigation and
16 prosecution of the above-referenced matter within one hundred eighty (180) days of the Board's
17 acceptance, adoption and approval of this Agreement, the current amount being \$6,785.50, not
18 including any costs that may be necessary to finalize this Agreement.

19 c. Respondent shall take twenty (20) hours of continuing medical education (CME)
20 related to best practices in the prescribing of controlled substances before or within three (3) months
21 from the date of the Board's acceptance, adoption and approval of this Agreement. The
22 aforementioned hours of CME shall be in addition to the CME requirements that are regularly
23 imposed upon Respondent as a condition of licensure in the State of Nevada pursuant to
24 NAC 630.153(1), and shall be approved by the Board prior to their completion.

25 d. Respondent shall pay a fine of \$2,500.00 within one hundred eighty (180) days of
26 the Board's acceptance, adoption and approval of this Agreement.

27 e. This Agreement shall be reported to the appropriate entities and parties as required
28 by law, including, but not limited to, the National Practitioner Data Bank.

1 f. Respondent shall receive a Public Letter of Reprimand.

2 6. **Release From Liability.** In execution of this Agreement, Respondent understands
3 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
4 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
5 are immune from civil liability for any decision or action taken in good faith in response to
6 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
7 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
8 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
9 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
10 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
11 any or all of the persons, government agencies or entities named in this paragraph arising out of,
12 or by reason of, this investigation, this Agreement or the administration of the case referenced
13 herein.

14 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
15 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
16 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
17 this Agreement, counsel for the IC may communicate directly with the Board staff and the
18 adjudicating members of the Board.

19 Respondent acknowledges that such contacts and communications may be made or
20 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
21 meeting where this Agreement is discussed, and that such contacts and communications may
22 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
23 all information of every nature whatsoever related to these matters. The IC and its counsel agree
24 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
25 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
26 IC or the IC's counsel.

27 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
28 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement

1 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
2 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

3 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
4 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
5 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
6 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
7 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
8 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
9 the Complaint and from participating in disciplinary proceedings against Respondent, including
10 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
11 such member absent evidence of bad faith.

12 **10. Binding Effect.** If approved by the Board, Respondent understands that this
13 Agreement is a binding and enforceable contract upon Respondent and the Board.

14 **11. Forum Selection Clause.** The parties agree that in the event either party is
15 required to seek enforcement of this Agreement in district court, the parties consent to such
16 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
17 State of Nevada, Washoe County.

18 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is
19 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
20 be entitled to recover reasonable attorneys' fees and costs.


21 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
22 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
23 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
24 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
25 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
26 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
27 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to any civil and administrative collection
3 efforts available.


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5 Dated this 8 day of AUGUST, 2019.

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7 INVESTIGATIVE COMMITTEE OF THE
8 NEVADA STATE BOARD OF MEDICAL EXAMINERS

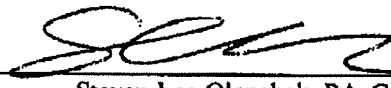
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10 By: 
11 Aaron Bart Fricke, Esq., Deputy General Counsel
12 Attorney for the Investigative Committee

13
14 Dated this 29th day of July, 2019.

15 JOHN H. COTTON & ASSOCIATES, LTD.

16
17 By: 
18 Michael D. Navratil, Esq.
19 Attorney for Respondent

20
21 Dated this ____ day of _____, 2019.

22
23 
24 Steven Lee Olenchak, PA-C, Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

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IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September, 2019, with the final total amount of costs due of \$6,785.50



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS