

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
1105 Terminal Way #301  
Reno, Nevada 89502  
(775) 688-2559

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In The Matter of Charges and )  
Complaint Against )  
MARILYN ATKINS, R.R.T., )  
Respondent. )

Case No. 10-23244-1

FILED

FEB - 4 2011

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

MOTION FOR ORDER TO SHOW CAUSE

Comes now, the Investigative Committee of the Nevada State Board of Medical Examiners, consisting of Charles N. Held, M.D., Chairman, Theodore B. Berndt, M.D., and Ms. Valerie Clark, BSN, RHU, LUTCF by and through counsel, Lyn E. Beggs, General Counsel, and moves for Hearing Officer Jill Greiner to order Marilyn Atkins, R.R.T. (hereinafter "Ms. Atkins") to appear and show cause, if any there be, why her license to practice respiratory care should not be revoked due to her failure to comply with the terms of the stay of revocation imposed upon her as part of a Settlement, Waiver and Consent Agreement which was signed by Ms. Atkins on June 15, 2010 and adopted by the Board on September 10, 2010.

CASE HISTORY

A formal Complaint was filed against Ms. Atkins on January 5, 2010, containing one count of willful failure to comply with an order of the Board or an investigative committee of the Board, a violation of NRS 630.3065(2)(a) through NAC 630.540(23) and one count inability to practice respiratory care with reasonable skill and safety because of use of narcotics, a violation of NRS 630.306(1) (see Exhibit 1).

The matter was resolved by a Settlement, Waiver and Consent agreement (see Exhibit 2) which was signed by Ms. Atkins and was adopted by the adjudicating members of the Board during a regularly scheduled meeting on September 10, 2010. In the settlement agreement,

1 Ms. Atkins admitted to the two counts alleged in the Complaint and the Board revoked  
2 Ms. Atkins' license to practice respiratory care in the state of Nevada, however the revocation was  
3 stayed and Ms. Atkins was placed on probation for a period of forty-eight months with the  
4 following conditions:

5 1) Respondent shall enter into and complete a contract with the PRN-PRN program through  
6 Monte Vista Hospital and shall comply with all terms of her contract (see Exhibit 3);

7 2) Respondent shall sign all necessary releases with the PRN-PRN program for the board to  
8 access her records from the PRN-PRN program;

9 3) Respondent shall submit to any additional random hair or urine screens as required by the  
10 Board;

11 4) Respondent shall provide the Compliance Officer of the Nevada State Board of Medical  
12 Examiners with the best and most expeditious manner of contacting her;

13 5) Respondent shall use no narcotic pain medication without notify the Compliance Officer  
14 prior to such use and shall provide the Compliance Officer with a letter from her treatment provider  
15 that use of such narcotic medication is medically indicated;

16 6) Respondent shall notify the Compliance Officer of where she will be practicing respiratory  
17 care at least forty-eight (48) hours prior to starting to practice;

18 7) Respondent shall pay any costs associated with monitoring of her compliance with these  
19 terms of probation. Respondent shall remit to the Nevada State Board of Medical Examiners such  
20 costs within thirty (30) days of being presented with an invoice for said compliance costs;

21 8) Respondent shall reimburse the Board the reasonable costs and expenses incurred in the  
22 investigation and prosecution of this case, the current amount being \$1,233.35. These costs shall be  
23 paid to the Nevada State Board of Medical Examiners within ninety (90) days of the acceptance of  
24 this Agreement by the Board;

25 Ms. Atkins has failed to comply with condition 1 of the Settlement, Waiver and Consent  
26 Agreement in that she failed to comply with her contract with PRN-PRN program in that she has  
27 failed to attend meetings as required by section #3 of her PRN-PRN contract and as a result of this  
28 non-compliance has been terminated from the program (see Exhibit 4). Ms. Atkins has also failed

1 to comply with condition 1 of the Settlement, Waiver and Consent Agreement when she failed to  
2 comply with her contract with PRN-PRN when that she failed to abstain from mood-altering drugs  
3 except on prescription from her family physician after consultation with PRN-PRN as required by  
4 section #4 of her contract. Ms. Atkins submitted to both a hair and urine screen on January 27,  
5 2011. The results of the hair test show positive findings for methamphetamine, codeine and  
6 hydrocodone and the results of the urine screen show positive findings for Tramadol (see Exhibit  
7 5).

8 Ms. Atkins has also failed to comply with condition 5 of the Settlement, Waiver and  
9 Consent Agreement when she failed to provide the Compliance Officer with a letter, or any other  
10 correspondence, from her treating physician indicating that narcotic pain medications, such as  
11 codeine, hydrocodone and/or Tramadol, were medically necessary for Ms. Atkins.

#### 12 ARGUMENT

13 Ms. Atkins has failed to comply with the terms of the Settlement, Waiver and Consent  
14 Agreement as alleged above. The actions of Ms. Atkins show that she cannot comply with the  
15 terms of her contract with PRN-PRN as she has been terminated from the program for non-  
16 compliance and her use of legal and illegal substances show that she cannot or will not comply  
17 with the other terms and conditions of her settlement agreement with this Board. Accordingly, the  
18 Investigative Committee believes it appropriate and just to impose the stayed revocation of Ms.  
19 Atkins' license to practice respiratory care in Nevada.

#### 20 CONCLUSION

21 The Investigative Committee requests that the Hearing Officer order Ms. Atkins to appear  
22 before the adjudicating members of the Board, at 1105 Terminal Way, Suite 301, in Reno,  
23 Nevada, on **Friday, March 11, 2011 at 9:30 a.m.**, or as soon thereafter as the matter may be  
24 heard, to show cause why the stayed revocation of her license to practice respiratory care in the  
25 state of Nevada should not be rescinded and her license should not be revoked due to her failure to  
26 comply with the Agreement which was adopted by order on September 10, 2010. In lieu of  
27 appearing before the Board in Reno, Ms Atkins may appear by video conference from the offices  
28

1 of the Nevada State Board of Dental Examiners located at 6010 S. Rainbow Boulevard, Building.  
2 A, Suite 1 in Las Vegas, Nevada at the same time and date noted above.

3 The Investigative Committee further requests that should Ms. Atkins fail to appear at the  
4 time set forth above, that the adjudicating members of the Board refrain from continuing the  
5 matter and take appropriate action at the time set to consider this matter.

6 The Investigative Committee further requests that at such time as this matter is considered  
7 by the adjudicating members of the Board, that Ms. Atkins be ordered to pay any additional costs  
8 incurred in bringing forth this Motion for Order to Show Cause.

9 Dated this 4<sup>th</sup> day of February, 2011.

10 INVESTIGATIVE COMMITTEE OF  
11 THE NEVADA STATE BOARD OF MEDICAL EXAMINERS

12 By: Lyn E. Beggs  
13 Lyn E. Beggs, Esq.  
14 General Counsel

15 **ORDER**

16 Respondent, Marilyn Atkins, R.R.T., is ordered to show cause at the hearing set in this matter for  
17 March 11, 2011, at 9:30 a.m. as to why the stay of revocation of her license to practice respiratory  
18 care should not be rescinded and her license should not be revoked as set forth in the Order to  
19 Show Cause.  
20

21 **IT IS SO ORDERED.**

22 Dated this \_\_\_\_ day of February 2011.

23  
24  
25 \_\_\_\_\_  
26 HEARING OFFICER  
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1 of the Nevada State Board of Dental Examiners located at 6010 S. Rainbow Boulevard, Building.  
2 A, Suite 1 in Las Vegas, Nevada at the same time and date noted above.

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5 matter and take appropriate action at the time set to consider this matter.

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7 by the adjudicating members of the Board, that Ms. Atkins be ordered to pay any additional costs  
8 incurred in bringing forth this Motion for Order to Show Cause.

9 Dated this \_\_\_\_\_ day of February, 2011.

10 INVESTIGATIVE COMMITTEE OF  
11 THE NEVADA STATE BOARD OF MEDICAL EXAMINERS

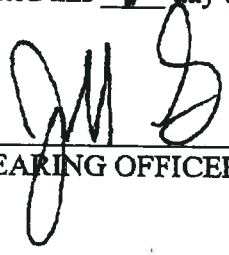
12 By: \_\_\_\_\_  
13 Lyn E. Beggs, Esq.  
14 General Counsel

15 **ORDER**

16 Respondent, Marilyn Atkins, R.R.T., is ordered to show cause at the hearing set in this matter for  
17 March 11, 2011, at 9:30 a.m. as to why the stay of revocation of her license to practice respiratory  
18 care should not be rescinded and her license should not be revoked as set forth in the Order to  
19 Show Cause.  
20

21 **IT IS SO ORDERED.**

22 Dated this 4<sup>th</sup> day of February 2011.

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26 HEARING OFFICER  
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# EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In The Matter of Charges and )  
Complaint Against )  
MARILYN ATKINS, R.R.T., )  
Respondent. )

Case No. 10-23244-1

FILED  
JAN 05 2010

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

COMPLAINT

The Investigative Committee of the Nevada State Board of Medical Examiners, composed at the time of approval of the filing of the instant complaint, of Charles N. Held, M.D., Benjamin Rodriguez, M.D. and Ms. Jean Stoess, having a reasonable basis to believe that Marilyn Atkins, R.R.T., hereinafter referred to as Ms. Atkins, has violated the provisions of NRS Chapter 630, hereby issues its formal Complaint, stating the Investigative Committee's charges and allegations, as follows:

1. Ms. Atkins currently holds an active license to practice respiratory care (License no. RC802) and was so licensed on December 7, 2002 after appearing before the Board.

Ms. Atkins received her license on the condition that she successfully continues to participate with the Nevada Health Professionals Assistance Foundation (NHPAF) due to concerns about past issues with prescription controlled substances.

2. In February 2008, NHPAF indicated it could no longer advocate for Ms. Atkins due to Ms. Atkins only being in partial compliance with the program.

3. Ms. Atkins was ordered to submit to a urine and hair drug screen in March 2008 the results of which were negative.

4. Ms. Atkins returned to the NHPAF program in April 2008, however, in June 2008, the Board was once again notified that Ms. Atkins was out of compliance with the program. A patient drug utilization profile in July 2008 indicated that Ms. Atkins had been receiving

1 hydrocodone prescriptions for the past several months and Ms. Atkins admitted to Board staff that  
2 she occasionally used the substance for various ailments.

3 5. In September 2008, Ms. Atkins was allowed to change drug treatment programs  
4 and was ordered by an Investigative Committee of the Board to present to the PRN program  
5 through Monte Vista Hospital and enter into a contract for drug treatment and monitoring.

6 Ms. Atkins signed a treatment contract with the PRN program on October 15, 2008.

7 6. In June 2009, the PRN program terminated Ms. Atkins for failing to follow her  
8 contract with the program.

9 7. A recent drug utilization profile indicates that Ms. Atkins has been receiving  
10 prescriptions for hydrocodone between January 2009 through October 2009.

11 **Count I**

12 8. Nevada Revised Statute Section 630.3065(2)(a) provides that willful failure to  
13 comply with an order of the Board or of an investigative committee of the Board is grounds for  
14 initiating discipline against a licensee.

15 9. Nevada Administrative Code Section 630.540(23) provides that disciplinary action  
16 may be initiated against a respiratory therapist licensee if they have violated any provision that  
17 would subject a practitioner of medicine to discipline pursuant to NRS 630.301 to 630.3065  
18 inclusive.

19 10. Ms. Atkins failed to follow the contract she entered into with the PRN program  
20 through Monte Vista Hospital and thus has violated NRS 630.3065(2)(a) and accordingly is  
21 subject to discipline by the Nevada State Board of Medical Examiners as provided in Section  
22 630.555 of the Nevada Administrative Code.

23 **Count II**

24 11. Nevada Revised Statute Section 630.306(1) provides that the inability to practice  
25 medicine with reasonable skill and safety because of use of narcotics is grounds for initiating  
26 discipline against a licensee.

27 12. Nevada Administrative Code Section 630.540(23) provides that disciplinary action  
28 may be initiated against a respiratory therapist licensee if they have violated any provision that



1 would subject a practitioner of medicine to discipline pursuant to NRS 630.301 to 630.3065  
2 inclusive.

3 13. Ms. Atkins has not completed a treatment program for the use of narcotic  
4 prescription medication and continues to utilize them creating an inability to practice respiratory  
5 care with reasonable skill and safety and thus has violated NRS 630.306(1) and accordingly is  
6 subject to discipline by the Nevada State Board of Medical Examiners as provided in Section  
7 630.555 of the Nevada Administrative Code.

8 **WHEREFORE**, the Investigative Committee prays:

9 1. That the Nevada State Board of Medical Examiners fix a time and place for a  
10 formal hearing;

11 2. That the Nevada State Board of Medical Examiners give Ms. Atkins notice of the  
12 charges herein against her, and when appropriate, the time and place set for the hearing, and the  
13 possible sanctions against her;

14 3. That the Nevada State Board of Medical Examiners determine what sanctions it  
15 wishes to impose for the violation or violations committed by Ms. Atkins;

16 4. That the Nevada State Board of Medical Examiners make, issue and serve on  
17 Ms. Atkins its findings of facts, conclusions of law and order, in writing, that includes the  
18 sanctions imposed; and

19 5. That the Nevada State Board of Medical Examiners take such other and further  
20 action as may be just and proper in these premises.

21 DATED this 5<sup>th</sup> day of January, 2010.

22 THE NEVADA STATE BOARD OF MEDICAL EXAMINERS

23 By: 

24 Lynn E. Beggs, Esq.

25 General Counsel and Attorney for the Investigative Committee

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
1105 Terminal Way #301  
Reno, Nevada 89502  
(775) 688-2559

**CERTIFICATE OF MAILING**

I hereby certify that I am employed by Nevada State Board of Medical Examiners and that on 5<sup>th</sup> day of January 2010, I served a file copy of the COMPLAINT, along with copy of appointment letter and Fingerprint Information, by mailing USPS certified mail to the following:

Marilyn Atkins, R.R.T.  
5216 Falls Meadows Ave.  
Las Vegas, NV 89130

Dated this 5<sup>th</sup> day of January 2010.



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Angelia L. Donohoe  
Legal Assistant

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# EXHIBIT 2

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

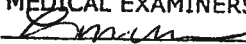
3                                   \* \* \* \* \*

4                                   ) **In The Matter of Charges and**  
5                                   ) **Complaint Against**  
6                                   ) **MARILYN ATKINS, R.R.T.,**  
7                                   ) **Respondent.**

Case No. 10-23244-1

**FILED**

**SEP 13 2010**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

9  
10                                   **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11                                   **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of  
12 the Nevada State Board of Medical Examiners (the Board) composed of  
13 Charles N. Held, M.D, Theodore B. Berndt, M.D. and Ms. Valerie Clark, BSN, RHU, LUTCF, by  
14 and through counsel, Lyn E. Beggs, Esq., and Marilyn Atkins, R.R.T. (Respondent), as follows:

15                                   **WHEREAS**, on January 5, 2010, the Board's IC filed a Complaint in the above referenced  
16 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the  
17 Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of willful failure  
18 to comply with an order of the Board or an investigative committee of the Board and one count  
19 inability to practice to respiratory care with reasonable skill and safety because of use of narcotics;  
20 and

21                                   **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands  
22 the nature and significance of the Complaint and is fully advised concerning her rights and  
23 defenses to the Complaint as well as the possible sanctions that may be imposed if the Board finds  
24 and concludes that she has engaged in conduct that is grounds for discipline pursuant to the  
25 Medical Practice Act and after due consideration concedes that she engaged in the conduct set  
26 forth in counts I and II of the Complaint; and

27                                   **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by  
28 and between herself and the Board's Investigative Committee, and not with the Board, but that the

1 Investigative Committee will present this Agreement to the Board for consideration in open  
2 session at a Board meeting, appropriately noticed, and that the Investigative Committee shall  
3 advocate approval of this Agreement by the Board, but that the Board has the right to decide in its  
4 own discretion whether or not to approve this Agreement; and

5         **WHEREAS**, Respondent and the Investigative Committee each understand and agree that  
6 if the Board approves the terms, covenants and conditions of this Agreement, then the terms,  
7 covenants and conditions enumerated below shall be binding and enforceable upon Respondent  
8 and the Board's Investigative Committee; and

9         **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought  
10 against Respondent by the Board's Investigative Committee in said matter, Respondent and the  
11 Investigative Committee hereby agree to the following terms, covenants and conditions:

12         1.         **Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
13 proceedings pending against her without any further costs and expense of providing a defense to  
14 the Complaint or to any amended complaints, Respondent hereby agrees that an order may be  
15 entered herein by the Board finding that Respondent engaged in conduct that is grounds for  
16 discipline pursuant to the Medical Practice Act to wit: one count of willful failure to comply with  
17 an order of the Board or an investigative committee of the Board and one count inability to practice  
18 to respiratory care with reasonable skill and safety because of use of narcotics as set forth in counts  
19 I and II of the Complaint; and ordering that Respondent's license to practice respiratory care be  
20 revoked. Said revocation to be stayed and Respondent to be placed on probation for a period of  
21 forty-eight (48) months with the following terms and conditions:

22                 1) Respondent shall enter into and complete a contract with the PRN-PRN program  
23 through Monte Vista Hospital and shall comply with all terms of her contract;

24                 2) Respondent shall sign all necessary releases with the PRN-PRN program for the board  
25 to access her records from the PRN-PRN program;

26                 3) Respondent shall submit to any additional random hair or urine screens as required by  
27 the Board;

28

1           4) Respondent shall provide the Compliance Officer of the Nevada State Board of Medical  
2 Examiners with the best and most expeditious manner of contacting her;

3           5) Respondent shall use no narcotic pain medication without notify the Compliance  
4 Officer prior to such use and shall provide the Compliance Officer with a letter from her treatment  
5 provider that use of such narcotic medication is medically indicated;

6           6) Respondent shall notify the Compliance Officer of where she will be practicing  
7 respiratory care at least forty-eight (48) hours prior to starting to practice;

8           7) Respondent shall pay any costs associated with monitoring of her compliance with  
9 these terms of probation. Respondent shall remit to the Nevada State Board of Medical Examiners  
10 such costs within thirty (30) days of being presented with an invoice for said compliance costs;

11           8) Respondent shall reimburse the Board the reasonable costs and expenses incurred in the  
12 investigation and prosecution of this case, the current amount being \$1,233.35. These costs shall  
13 be paid to the Nevada State Board of Medical Examiners within ninety (90) days of the  
14 acceptance of this Agreement by the Board;

15           2.       **Jurisdiction.** Respondent was at all times mentioned in the Complaint filed in the  
16 above-captioned matter was, a respiratory therapist licensed to practice respiratory care in the state  
17 of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations of  
18 the Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

19           3.       **Representation by Counsel.** Respondent acknowledges that she is not represented  
20 by counsel and wishes to proceed towards resolution of this matter as set forth in this Agreement  
21 without counsel. Respondent understands and acknowledges that she may retain and consult  
22 counsel prior to entering into this Agreement and agrees that if counsel is retained for  
23 representation in this matter prior to entering into this Agreement, that counsel for the Investigative  
24 Committee will be informed of such prior to Respondent executing this Agreement.

25           4.       **Waiver of Rights.** Respondent covenants and agrees that she enters into this  
26 Agreement knowingly, willingly, and intelligently with knowledge that she may consult with  
27 counsel prior to entering into this Agreement. In connection with this Agreement, and the terms,  
28 covenants and conditions contained herein, Respondent knowingly, willingly and intelligently,

1 waives all rights arising under or pursuant to the United States Constitution, the Constitution of the  
2 state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or  
3 that may apply to Respondent in connection with the proceeding regarding the Complaint filed  
4 herein, the defense of said Complaint and the adjudication of the charges in said Complaint, and  
5 Respondent further agrees that the matter of the disciplinary action commenced by the filing of the  
6 complaint herein may be settled and resolved in accordance with this Agreement without a hearing  
7 or any further proceeding, and without the right to judicial review. In the event this Agreement is  
8 not approved by the Board, this Agreement shall have no force and effect and Respondent shall  
9 have all rights arising under or pursuant to the United States Constitution, the Constitution of the  
10 State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or  
11 that may apply to Respondent in connection with the proceeding on the complaint filed herein.

12 5. Acknowledgement of Reasonable Basis to Proceed. Respondent covenants and  
13 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent  
14 violated one or more provisions of the Medical Practice Act.

15 6. Procedure for Adoption of Agreement. It is expressly understood that this  
16 Agreement will only become effective if the Board approves the recommendation of the  
17 Investigative Committee for acceptance. The Investigative Committee and counsel for the  
18 Investigative Committee shall recommend approval of the terms, covenants and conditions  
19 contained herein by the Board in resolution of the disciplinary proceedings pending herein  
20 against Respondent pursuant to the Complaint. In the course of seeking Board approval of this  
21 Agreement, counsel for the Investigative Committee may communicate directly with the Board  
22 staff and members of the panel of the Board who would adjudicate this case if it were to go to  
23 hearing. Respondent covenants and agrees that such contacts and communication may be made  
24 or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his  
25 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such  
26 contacts and communications may include, but not be limited to, matters concerning this  
27 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in  
28 support of the Complaint, and any and all information of every nature whatsoever related to the

1 complaint against Respondent. The Investigative Committee and its counsel agree that  
2 Respondent and his counsel, if any, may appear at the Board meeting where this Agreement is  
3 discussed in order to respond to any and all questions that may be addressed to the Investigative  
4 Committee or its counsel at such meeting.

5       7.     **Effect of Acceptance of Agreement by Board.** In the event the Board approves  
6 the terms, covenants and conditions set out in this Agreement, counsel for the Investigative  
7 Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver  
8 and Consent Agreement, ordering full compliance with the terms herein and ordering that this  
9 case be closed, subject to the provisions in Paragraph 1.

10       8.     **Effect of Rejection of Agreement by Board.** In the event the Board does not  
11 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be  
12 null, void, and of no further force and effect except as to the following covenant and agreement  
13 regarding disqualification of adjudicating Board panel members. Respondent agrees that,  
14 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing  
15 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance  
16 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating  
17 panel of the Board from considering the charges against Respondent and participating in the  
18 disciplinary proceedings in any role, including adjudication of the case, and Respondent further  
19 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

20       9.     **Release From Liability.** In execution of this Agreement, the Respondent, for  
21 herself, her executors, successors and assigns, hereby releases and forever discharges the state of  
22 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and  
23 employees in their representative capacities, and in their individual capacities absent evidence of  
24 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,  
25 executions, claims and demands whatsoever, known and unknown, in law or equity, that  
26 Respondent ever had, now has, may have or claim to have, against any or all of the persons or  
27 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary  
28 action, this settlement or its administration, in connection with the complaint. The Investigative



1 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the  
2 complaint, with the understanding that the final decision rests with the Board.

3 10. **Binding Effect.** Respondent covenants and agrees that this Agreement is a  
4 binding and enforceable contract upon Respondent and the Board's Investigative Committee,  
5 which contract may be enforced in a court or tribunal having jurisdiction.

6 11. **Forum Selection Clause.** Respondent covenants and agrees that in the event  
7 either party is required to seek enforcement of this Agreement in the district court, she consents  
8 to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second  
9 Judicial District Court of the State of Nevada in and for the County of Washoe.

10 12. **Attorneys' Fees and Costs.** Respondent covenants and agrees that in the event  
11 an action is commenced in the district court to enforce any provision of this Agreement, the  
12 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

13 13. **Failure to comply with terms.** In the event the Board enters its Order approving  
14 this Agreement, upon receipt of credible information that Respondent has failed to comply with  
15 any term or condition of this Order, the Board may seek to impose the stayed revocation of  
16 Respondent's license to practice respiratory care. Failure to comply with the terms recited herein  
17 may result in additional disciplinary action being initiated against Respondent for a violation of  
18 an Order of the Board in accordance with NRS 630.3065(2)(a). Furthermore, any failure to pay  
19 any fine, fee, or cost ordered herein will also result in such legal action as determined to be  
20 necessary to collect the unpaid fine, fee, or cost.

21 Dated this 22<sup>nd</sup> day June of 2010.

22 By: Lyn E. Beggs  
23 Lyn E. Beggs, Esq.  
24 Attorney for the Investigative Committee

Dated this 15 day of June, 2010.

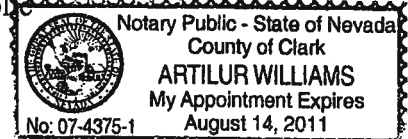
25 By: Marilyn Atkins  
26 Marilyn Atkins, R.R.T.  
27 Respondent

28 Subscribed and sworn to before me

This 15<sup>th</sup> day of June 2010.

Artur Williams

Notary Public



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IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 10<sup>th</sup> day of September, 2010, with the final total amount of costs due of \$1,233.35.

  
\_\_\_\_\_  
Charles N. Held, President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

# EXHIBIT 3

# PRN-PRN

Professionals Reaching Nevada- RESPIRATORY THERAPIST Recovery Network

Name: Marilyn Atkins Date: 06/08/10 764-1074

Address: \_\_\_\_\_

The impaired RESPIRATORY THERAPIST Contract is a document, which specifies the terms under which the PRN-PRN agrees to counsel, aid, and monitor an impaired technician within the program. The purpose of this contract is to prevent any misunderstandings of the terms and the time specified. It is specifically designed to meet the needs of individuals. All provisions may not apply to every individual; however, all provisions will apply unless specifically indicated for omission.

1. I agree to the terms of this contract for a period of 5 years from Date of this contract and to be reevaluated at that time.
2. I understand that all expenses connected with my treatment in the Programs are my responsibility.

*M.A.*

3. I agree to the following terms concerning my treatment and aftercare:  
(Indicate provisions that apply):

*M.A.*

To enter N/A hospital for detoxification.

To enter N/A treatment center for outpatient

Treatment for a period of 0 weeks.

To participate in the aftercare Peer Group Counseling with PRN-PRN the ~~first~~ <sup>second</sup> Tuesday of each month and any Wednesday at 6: PM for the period of the duration of this contract. I agree to attend every Peer Group Counseling meeting, Participants may be

*second  
06/08/10*

excused only once with prior approval of the PRN-PRN office AND PRN-PRN Steering Committee, and may miss a maximum of 2 Peer Group Counseling Meetings notified of the event.

Upon completion of inpatient treatment, I will attend AA, CA, or NA (self-help Group) weekly meetings, in addition to any aftercare requirements, and to supply monthly reports to PRN-PRN with a list of meetings attended which have been signed by the secretary of the group. Until relived of this commitment by the committee.

I realize that my recovery is my responsibility and in order to get the most from the program I must follow the suggested guidelines. Therefore, I will get a sponsor within my first 90 days of recovery and I will work the twelve steps to the best of my ability.

If the participant is not comfortable with AA, NA, or CA meetings, a written alternative and demonstrated success may be submitted for consideration. I agree to suspend my practice as a RESPIRATORY THERAPIST for a period of 0 months. At the end of this time my readiness to practice pharmacy will be evaluated by PRN-PRN in cooperation with my doctor (s) and counselor (s).

I agree to the following terms as they apply to my individual problem:

ma N/A \_\_\_\_\_  
+ \_\_\_\_\_  
\_\_\_\_\_

4. I agree to completely abstain from any mood-altering drugs except on Prescription from any family physician after consultation with PRN-PRN. I will give PRN-PRN a copy of the prescription and call each day that I take the medication.

ma

5. I agree to payment of all financial obligations.

ma

6. I agree to provide urine/ serum samples for drug screens at the discretion of the PRN-PRN Advisory Committee. These tests will be random and unannounced. I will follow the instructions attached regarding laboratory procedures. Urine screens are to be completed four (4) hours after receiving the call. If at work within two (2) hours after leaving work.

mg

7. I agree to identify a primary care physician before leaving the hospital/ treatment center.

mg

8. At the discretion of the PRN-PRN Steering Committee, I agree to be evaluated by a psychiatrist for through examination and recommendation for therapy at any time during my contract.

mg

9. I agree to no more than one(1) individual counselor in addition to PRN-PRN Clinical Director.

mg

10. I agree to notify the PRN-PRN office immediately if I will not be available at the regular phone numbers on file in the PRN-PRN office.

mg

11. I agree to an appearance before the PRN-PRN Advisory Committee every six (6) months during the duration of this contract.

mg

12. I agree to notify the PRN-PRN office of any change of address, home phone number, employer, or work phone number within 72 hours.

mg

13. I understand that documentation of my progress will be kept confidential at the PRN-PRN headquarters. I understand that this contract is valid for five years from the date of signature or until my termination from the PRN-PRN Program whichever is later.

mg

14. I WILL NOTIFY MY EMPLOYER THAT I AM PRN AND THAT BI-YEARLY EVALUATION IS REQUIRED. I UNDERSTAND AND AGREE THAT MY FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS CONTRACT WILL RESULT IN NOTIFICATION TO THE NEVADA STATE BOARD OF EXAMINERS AND MY CURRENT EMPLOYER THAT:

- A. I AM AN IMPAIRED RESPIRATORY THERAPISTWHO HAS BEEN ENROLLED IN THE PRN-PRN PROGRAM.
- B. I HAVE FAILED TO LIVE UP TO THE TERMS OF MY AGREEMENT WITH PRN-PRN CONCERNING MY TREATMENT AND AFTERCARE.
- C. URINE SAMPLES/ SERUM SAMPLES FOR DRUG SCREENS INDICATE THE PRESENCE OF any mood altering drugs (SPECIFIC SUBSTANCE DETECTED).

IN ADDITION TO FURNISHING THE NEVADA STATE BOARD OF EXAMINERS WITH THE ABOVE INFORMATION, PRN-PRN IS EXPRESSLY AUTHORIZED TO FURNISH THE STATE BOARD OF Examiners COPIES OF THIS CONTRACT, MEDICAL RECORDS INCLUDING URINE/ SERUM SAMPLES FOR DRUG SCREENS AND ANY OTHER RECORDS WHICH PERTAIN TO MY TREATMENT AND AFTERCARE, WHICH ARE IN THE POSSESSION OF PRN-PRN.

*Narilyn A. H.* 6/10/10  
Impaired RESPIRATORY THERAPIST Signature Date

*Lucy Lopez* 6/10/10  
PRN-PRN Program Director Signature Date

WITNESS:

*[Signature]*

Full Name

Date

Marilyn Denise Alt 6/10/10

Full Name

Date



Your recovery is YOUR responsibility.

If you have a question please call us.

We are here to help.

If you have a problem with scheduling work and doing UA's - let us know your schedule. We will do our best to make UA's convenient - as well a random.

NOTE: we do call on weekends!

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE  
INFORMATION:

*[Handwritten Signature]*

RESPIRATORY THERAPIST

*6-10-10*  
Signature

*[Handwritten Signature]*

Witness Signature

*6-10-10*

# EXHIBIT 4

# PRN/PRN of Nevada

(702) 251-1377

2/4/11

To; Nevada Board of Medical Examiners

Re: Marilyn Atkins

This is to inform you that Ms. Atkins is being terminated from the PRN program due to lack of attendance. The client has not attended any assigned groups for the last two months.

If you require any further information please feel free to contact me. Release of information on hand. (702) 251-1377.

Respectfully Submitted

  
Larry Espadcro, LADC #00318L  
PRN Monitor

# EXHIBIT 5

**UNITED STATES DRUG TESTING LABORATORIES**  
 1700 S. MOUNT PROSPECT ROAD  
 DES PLAINES, ILLINOIS 60018-1804  
 847-375-0770 fax 847-375-0775

**Report To** Dr. Natalie Hartenbaum-MRO  
 FirstLab  
 100 Highpoint Dr., Ste 102  
 Chaffont, PA 18914

**Cust ID** FLNWPA  
**Client** FirstLab  
**Location**  
**Collector** MARK

**Sample Information**

**Chain of Custody** 3169061  
**Name** MARILYN ATKINS  
**Lab Sample ID** 811588  
**Donor ID** 348423927

**Test Reason** Not given  
**Type** Hair / Nails  
**Collected** 1/27/2011 01:00  
**Received** 1/28/2011 10:25  
**Reported** 1/30/2011 21:57

**Tests Requested**

HAIR STAT10	HairStat-10	Sample	Result	Quantitation	Screen Limit	Confirm
Test						
AMPHETAMINES			POSITIVE		500 pg/mg	
Amphetamine ( LCMSMS )			negative			100 pg/mg
Methamphetamine ( LCMSMS )			POSITIVE	123 pg/mg		100 pg/mg
MDA ( LCMSMS )			negative			100 pg/mg
MEMA ( LCMSMS )			negative			100 pg/mg
BARBITURATES			negative		1000 pg/mg	
BENZODIAZEPINES			negative		1000 pg/mg	
COCAINES			negative		500 pg/mg	
METHADONES			negative		1000 pg/mg	
OPIATES			POSITIVE		200 pg/mg	
Morphine ( LCMSMS )			negative			100 pg/mg
Oxycodone ( LCMSMS )			negative			100 pg/mg
Hydrocodone ( LCMSMS )			negative			100 pg/mg
Codeine ( LCMSMS )			POSITIVE	318 pg/mg		100 pg/mg
Oxycodone ( LCMSMS )			negative			100 pg/mg
Hydrocodone ( LCMSMS )			POSITIVE	>2000 pg/mg		100 pg/mg
6-MAM ( LCMSMS )			negative			100 pg/mg
PCP			negative		300 pg/mg	
OXYCODONE			negative		200 pg/mg	
PROPOXYPHENE			negative		1000 pg/mg	
CANNABINOIDS			negative		5 pg/mg	

**Sample Comments**

Barcode Sticker applied to specimen by lab personnel



LabCorp OTS RTP  
1904 Alexander Drive  
RTP, NC 27709-9998

Phone: 919-572-6900

Specimen Number <b>028-743-3457-0</b>	Patient ID <b>348423927</b>	Control Number <b>0972251420</b>	Account Number <b>37660520</b>	Account Phone Number <b>215-540-1651</b>	Route <b>00</b>
Patient Last Name <b>ATKINS</b>		Account Address <b>OSC-DT/Firstlab</b>			
Patient First Name <b>MARILYN</b>		Patient Middle Name			
Patient SS# <b>***-**-3927</b>	Patient Phone	Total Volume			
Age (Y/M/D)	Date of Birth	Sex <b>N</b>	Fasting		
Patient Address			Additional Information <b>348-42-3927</b> <b>CCU:0972251420 H-00676335</b> <b>\$06 LM Y</b>		
Date and Time Collected <b>01/27/11 13:00</b>	Date Entered <b>01/28/11</b>	Date and Time Reported <b>02/01/11 11:40ET</b>	Physician Name	NPI	Physician ID

Tests Ordered <b>Chain-of-Custody Protocol; 2nd Sample Handling; Drug Profile 764875</b>	
General Comments Reason for testing: Other: LM Collectors Name: Collectors Phone #: 7024977450 MRO Name from CCF:	

TESTS	RESULT	FLAG	UNITS	REFERENCE INTERVAL	LAB
Chain-of-Custody Protocol	Performed				01
2nd Sample Handling	Split specimen bottle has been received.				01
Drug Profile 764875					
Ethanol	Negative		%	Cutoff=0.020	01
Amphetamine	Negative		ng/mL	Cutoff=1000	01
Barbiturate	Negative		ng/mL	Cutoff=200	01
Benzodiazepines	Negative		ng/mL	Cutoff=200	01
Cannabinoids	Negative		ng/mL	Cutoff=20	01
Cocaine (Metabolite)	Negative		ng/mL	Cutoff=300	01
Opiates	Negative		ng/mL	Cutoff=300	01
Opiate test includes Codeine, Morphine, Hydromorphone, Hydrocodone, Oxycodone/Oxymorphone, Urine					
	Negative		ng/mL	Cutoff=300	01
Test includes Oxycodone and Oxymorphone					
Phencyclidine	Negative		ng/mL	Cutoff=25	01
Methadone	Negative		ng/mL	Cutoff=300	01
Propoxyphene	Negative		ng/mL	Cutoff=300	01
Meperidine	Negative		ng/mL	Cutoff=200	01
Tramadol	Positive			Cutoff=200	
Tramadol GC/MS Conf	>2000		ng/mL	Cutoff=100	01
Creatinine	34.6		mg/dL	20.0 - 300.0	01

01	UI	LabCorp OTS RTP 1904 Alexander Drive, RTP, NC 27709-9998	Dir: Michael Fox, MD
For inquiries, the physician may contact Branch: 800-633-5221 Lab: 919-572-6900			

<b>ATKINS, MARILYN</b>	<b>348423927</b>	<b>028-743-3457-0</b>	<b>Seq # 2287</b>
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FINAL REPORT

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