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

* * * * *

In the Matter of Charges and Complaint

Case No. 24-48915-1

Against:

DANIEL GENE LIBKE, M.D.,

Respondent.

FILED

DEC 13 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *W. Mail*

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Senior Deputy General Counsel for the Board and attorney for the IC, and Daniel Gene Libke, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Patricia Egan Daehnke, of the law firm of Collinson, Daehnke, Inlow & Greco, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. His license was originally issued on July 10, 2018 (License No. 18072).

2. On March 20, 2024, in Case No. 24-48915-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), (Count I); one (1) violation of NRS 630.306(1)(b)(2), (Count II) and one (1) violation of NRS 630.3062(1)(a), (Count III). By reason

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

1 of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

5 4. Respondent is hereby advised of his rights regarding this administrative matter, and
6 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has
7 certain rights in this administrative matter as set out by the United States Constitution, the Nevada
8 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
9 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is
10 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on
11 the allegations in the Complaint, the right to representation by counsel, at his own expense, in the
12 preparation and presentation of his defense, the right to confront and cross-examine the witnesses
13 and evidence against him, the right to written findings of fact, conclusions of law and order
14 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if
15 the decision is adverse to him.

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

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

28 ///

1 **B. TERMS & CONDITIONS**

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

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

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

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

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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

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

12 a. Respondent admits to Count II, one (1) violation of 630.306(1)(b)(2), and
13 Count III, one (1) violation of NRS 630.3062(1)(a).

14 b. Respondent will pay the costs and expenses incurred in the investigation
15 and prosecution of the above-referenced matter in ten (10) equal payments of seven hundred forty-
16 three dollars and ninety cents (\$743.90). The first payment is due on or before February 13, 2025,
17 and due on the 13th of each month, until it is paid in full on or before December 13, 2025. The
18 total amount of costs and expenses paid to complete the agreement is seven thousand four hundred
19 thirty-eight dollars and ninety-eight cents (\$7,438.98). The costs and expenses as well as the
20 payment plan are subject to the Board's acceptance, adoption and approval of this Agreement.

21 c. Respondent shall pay a fine of three thousand dollars (\$3,000.00) in three
22 (3) equal payments of one thousand (\$1,000.00) beginning on February 13, 2025, with the final
23 payment due on or before April 13, 2025. The fine as well as the payment plan are subject to the
24 Board's acceptance, adoption and approval of this Agreement.

25 d. The Respondent shall perform five (5) hours of Continued Medical
26 Education (CME) related to the subject matter of Orthopedic Infectious Diseases, in addition to
27 the required CMEs for licensure. These CME hours must be completed within one hundred eighty
28 (180) days of the Board's acceptance, adoption and approval of this Agreement.

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

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

4 g. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

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

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

3 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,
4 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
5 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
6 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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

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

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

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

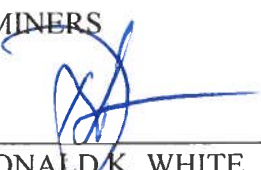
25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
5 condition of this Agreement may subject Respondent to civil collection efforts.

6
7 DATED this 24th day of October, 2024. DATED this 23rd day of October, 2024.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

COLLINSON, DAEHNKE, INLOW &
GRECO

11 By: 
12 DONALD K. WHITE
13 Senior Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: dwhite@medboard.nv.gov
18 *Attorney for the Investigative Committee*

By: Patricia Egan Daehnke
PATRICIA EGAN DAEHNKE
2110 E. Flamingo Road, Suite 212
Las Vegas, NV 89119
Tel: (702) 979-2132
Email: patricia.daehnke@cdiglaw.com
Attorney for Respondent

17 DATED this ____ day of _____, 2023.

18
19 By: _____
20 DANIEL GENE LIBKE, M.D.,
21 Nevada License No. 18072
22 *Respondent*

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
3600 Eastway Drive
Reno, NV 89511
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
4 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
5 condition of this Agreement may subject Respondent to civil collection efforts.
6

7 DATED this _____ day of _____, 2023. DATED this _____ day of _____, 2023.
8 INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS
9 COLLINSON, DAHNKE, INLOW & GRECO

10
11 By: _____
12 DONALD K. WHITE
13 Senior Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email:
18 *Attorney for the Investigative Committee*

By: _____
PATRICIA EGAN DAHNKE, ESQ.
2110 E. Flamingo Road, Suite 212
Las Vegas, NV 89119
Tel: (702) 979-2132
Email:
Attorney for Respondent

17 DATED this 23rd day of Oct, 2023.
18 24

19 By: 
20 DANIEL GENE LIBKE, M.D.,
21 Nevada License No. 18072
22 *Respondent*

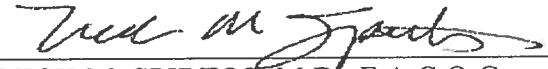
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 24-48915-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of December, 2024.

DATED this 13th day of December, 2024.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 
NICK M. SPIRTOS, M.D., F.A.C.O.G.
Board President