

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN A MATTER INVOLVING)
MICHAEL KARAGIOZIS, D.O., LIC. #476,)
Respondent.)

CASE NO. MA 1010066
NV STATE BOARD OF OSTEOPATHIC MEDICINE

JAN 12 2011

FILED

SETTLEMENT AGREEMENT AND ORDER

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Daniel K. Curtis, D.O., Investigative Board Member ("Dr. Curtis" or "Investigative Board Member" for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Michael Karagiozis, D.O. (Respondent or "Dr. Karagiozis") (collectively referred to as "the Parties").

II. RECITALS

As a preamble to this Agreement, the Parties agree to the following:

- A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain information regarding an action taken by the State of Florida against Dr. Karagiozis's medical license in 2007. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licensees.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows: In August 2007, the State of Florida's medical licensing board filed an administrative action against the Respondent due to an alleged lack of continuing medical education credits. In September 2007, Respondent and the State of Florida entered into a settlement agreement, which included the State of Florida issuing a letter of concern and assessing a \$1,000 fine. On or about December 26, 2007, the State of Florida issued its final order in the matter, and that final order was filed on December 31, 2007. In the renewal application for 2008 (submitted in 2007) and the renewal application for 2009 (submitted in 2008), Respondent answered certain questions about whether he had been "investigated for, charged with, or convicted of any violation of a statute, rule or regulation governing the practice of medicine" as "no" when the proper responses should have been "yes" based upon the Florida administrative action. The IBM has alleged these are violations of NRS chapter 633 as discussed hereinafter.
- C. WHEREAS, NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false . . . statement . . . in applying for a license to practice osteopathic medicine or in applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary proceeding; and such discipline may include public reprimands, the suspension or revocation of the license to practice osteopathic medicine in the State of Nevada, and an assessment of a fine not to exceed \$5,000 per violation.

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

1 Agreement, Dr. Karagiozis voluntarily waives these rights.
2 N. WHEREAS, this Agreement and Order contains a complete description of the agreement
3 between the parties and it supersedes any previous agreements between the parties. All
4 material representations, understandings and promises of the parties are contained in this
5 Agreement. Any modifications must be set forth in writing, signed by all the parties, and
6 approved by the Board.

7 **III. TERMS OF THE AGREEMENT**

- 8 A. Dr. Karagiozis acknowledges that the allegations are true; however, he claims that his
9 responses were based upon his beliefs that the renewal applications questions
10 pertained to qualify of care issues with patients, not continuing medical education
11 credit issues. However, each such act is a violation of NRS chapter 633 for which
12 discipline is permissible under Nevada law. In exchange for the Board not pursuing an
13 administrative action, and Dr. Karagiozis not pursuing subsequent reviews by the
14 appropriate appellate Courts, the parties have agreed to resolve the current matter,
15 and only this matter. **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE
16 PARTIES DO HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND
17 HAS NOT BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY
18 AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED.**
- 19 B. Dr. Karagiozis agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
20 imposed for having violated NRS chapter 633. This sum **includes** all fees and costs
21 incurred by the Board up to and including the approval of this settlement agreement by
22 the Board at its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6).
23 Such amount shall be payable upon execution of this agreement.
- 24 C. Should Dr. Karagiozis fail to satisfy and pay the indebtedness of \$500.00 in a timely
25 manner as discussed herein, Dr. Karagiozis understands and agrees that he will be
26 considered in default of this Agreement, and this agreement will be null and void, with
27 the Respondent receiving credit for payments made to date. The Board may take
28 whatever action it deems appropriate, including but not limited to reducing the balance
to judgment pursuant to NRS chapter 353C.
- D. The Respondent, Dr. Karagiozis, agrees to bear his own fees and costs, including the
fees and expenses of his 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.
- G. This settlement agreement consists of five (5) pages and embodies the entire
agreement between the Board and the osteopathic physician. It may not be altered,
amended or modified without the express consent of the parties, and any subsequent
alteration, amendment, or modification shall be in writing and subject to approval by
the Board.
- H. In consideration for the execution of this Agreement, Dr. Karagiozis hereby releases
and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and
the Nevada Attorney General's Office (as counsel for the Board), and each of their
representatives, investigators, and employees, in their individual and representative
capacity (collectively the State Agencies) from any and all manner of actions, causes
of actions, suits, debts, judgments, executions, claims, and demands whatsoever

demands whatsoever known or unknown, in law and in equity, that he may have had, now has, may have had, or claim to have against any and all of the persons and entities named in this paragraph arising out of, or by reason of, the investigation of the allegations raised herein, and other matters relating thereto.

I. Dr. Karagiozis, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the State Board of Osteopathic Medicine, the Attorney General's office and each of their members, agents and employees in their individual and representative capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees against any persons or entities as well as all liability, losses, and damages of any nature whatsoever that the persons and entities named in this paragraph shall have or may at any time sustain or suffer by reason of this investigation, this settlement or its administration.

J. This document may be prepared in multiple counterparts. Each counterpart, whether it be originally typed, a carbon, photocopy, facsimile or other type of copy, shall be deemed an original hereof if executed by each of the Parties hereto.

per full

K. LASTLY, by executing this agreement, Physician hereby expressly, knowingly, and intentionally waive the 21-working days notice requirement pursuant to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on the agenda for the Board's approval in the month of January, 2011 and that upon payment of the fine mentioned above, an order of fulfillment will be scheduled for approval by the Board in the month of Feb, 2011.

MICHAEL KARAGIOZIS, D.O.

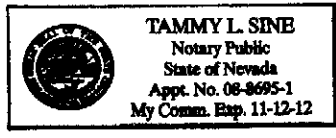
By: [Signature]
Osteopathic Physician
Dated: 12.13.2010

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE
BY: [Signature]
Daniel K. Curtis, D.O.
Investigating Board Member
Dated: 1-11-11

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE
BY: [Signature]
Dianna Hegeduis, Executive Director -
Board Counsel
Dated: 1-11-11

ACKNOWLEDGEMENT

On this the 13th day of December, 2010, the said MICHAEL KARAGIOZIS, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.



Tammy L. Sine
Notary Public


ORDER OF THE BOARD

IT IS SO ORDERED.

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

DATED this 11th day of January, 2011.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: 
Dr. C. Dean Milne, Vice-President of the Board

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**WRITTEN NOTICE OF THE APPROVAL OF THE SETTLEMENT
AGREEMENT & ENTRY OF ORDER**

PLEASE TAKE NOTICE that the Board approved the settlement agreement entered into by the Respondent and the Board; and issued its order accordingly. A file-stamped copy of the same is attached hereto.

DATED THIS 12 day of January, 2011.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By

Dianna Hegeduis
Dianna Hegeduis, Executive Director
901 American Pacific Dr. # 180
Henderson, NV 89014

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of January, 2011, I served a copy of the above document and order upon the Respondent, addressed to him/her at the last known address registered with the Board, postage thereon prepaid.

Michelle Rame

An employee of the NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE