



1                   **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**  
2 IN THE MATTER OF THE COMPLAINT  
3 AGAINST  
4 KIAN KAVEH, D.O., LIC. # 718  
5                   RESPONDENT.

Cas No. MA0004029  
**NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE**

Filed: **OCT 05 2009**

Executive Director

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7                   **SETTLEMENT AGREEMENT AND ORDER**

8                   **I. PARTIES**

9                   This Settlement Agreement and Order ("Agreement and Order") is made by and  
10 between Paul Kalekas, D.O., Investigative Board Member ("Dr. Kalekas" or "Investigative  
11 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through  
12 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Kian Kaveh, D.O. ("Dr.  
13 Kaveh") (collectively referred to as "the Parties").

14                   **II. RECITALS**

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

- 16
- 17                   A. WHEREAS, the Board, through Investigative Board Member Kalekas, ascertained  
18 certain information regarding prior lawsuits filed against Dr. Kaveh. The information  
19 was ascertained as a result of the Board's staff due diligence in investigating its  
20 applicants/licensees.
- 21                   B. WHEREAS, the Investigative Board Member alleged that Dr. Kaveh failed to timely  
22 report three separate lawsuits filed by patients with the initials of "E.W.," "J.A." and  
23 "B.H." It is noted that Dr. Kaveh did report the filing of the lawsuit involving "E.W." but  
24 the notification was sent to the Nevada State Board of Medical Examiners ("BME")  
25 rather than this Board. Additionally, although the license renewal applications for 2008  
26 and 2009 indicate that the lawsuit regarding a patient with the initials of "R.H." had  
27 settled, the settlement of the same was not timely reported to the Board, i.e., within 45  
28 days of the settlement. **Each** failure to report is a violation of NRS 633.527. Lastly, on  
the renewal applications for the years 2007 and 2008, Dr. Kaveh answered "yes" to the  
question about whether lawsuits had been filed, or the claims submitted to arbitration-  
mediation, and/or settled. No further information was provided, e.g., what case was the  
physician referencing, that event was the physician referencing.
- C. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any  
action for malpractice against the osteopathic physician not later than 45 days after the  
osteopathic physician receives service of a summons and complaint for the action;  
(b) any claim for malpractice against the osteopathic physician that is submitted to  
arbitration or mediation not later than 45 days after the claim is submitted to arbitration

1 or mediation; (c) any settlement, award, judgment or other disposition or any action or  
2 claim described in paragraphs (a) or (b) not later than 45 days after the settlement,  
3 award, judgment or other disposition; and (d) any sanctions imposed against the  
4 osteopathic physician that are reportable to the National Practitioner Data Bank not  
5 later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should  
6 the Board find "that an osteopathic physician has violated any provision of this section,  
7 the **Board may impose a fine of not more than \$5,000** against the osteopathic  
8 physician **for each violation, in addition to any other fines or penalties permitted**  
9 **by law."** (Emphasis added.) This statute was added to the law in 2002 and revised in  
10 2003. By the use of the word "shall" by the Nevada State Legislature in this statute, the  
11 Legislature intended to mandatorily require all osteopathic physicians to report any of  
12 the four (4) events mentioned in the statute.

- 13 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
14 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
15 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
16 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
17 proceeding; and such discipline may include public reprimands, the suspension of the  
18 license to practice osteopathic medicine in the State of Nevada, and even the  
19 revocation of the license to practice osteopathic medicine in the State of Nevada.
- 20 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
21 person reasonable attorney's fees and costs that are incurred by the regulatory body as  
22 part of its investigative, administrative and disciplinary proceedings against the person  
23 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 24 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
25 Board to file a formal disciplinary complaint.
- 26 G. WHEREAS, the parties understand that this Agreement will be signed by the respective  
27 parties and will then be offered to the Board for the entire Board's approval at the next  
28 Board meeting, with the recommendation of the Investigating Board Member that this  
matter be settled. The Agreement shall not become effective until it has been  
approved by a majority of the Board and endorsed by a representative member of the  
Board.
- H. WHEREAS, Dr. Kaveh understands that the Board is free to accept or reject this  
Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed  
and a hearing scheduled on the same. The Board members who review this matter for  
approval of this Agreement may be the same members who ultimately hear the  
disciplinary complaint if this Agreement is not approved by the Board. Dr. Kaveh hereby  
agrees to waive any rights he might have to challenge the impartiality of the Board to  
hear the disciplinary complaint, based on prior knowledge obtained by the Board  
through consideration of this Agreement, if after review by the Board, this Agreement is  
rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded  
as null and void.
- I. WHEREAS, Dr. Kaveh acknowledges that the Board will retain jurisdiction over this  
matter until all terms and conditions set forth in this Agreement and Order have been  
met to the satisfaction of the Board.
- J. WHEREAS, Dr. Kaveh 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.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
and to save further costs and expenses, Dr. Kaveh has elected to enter into this  
Agreement to resolve this matter, and this matter only.

- 1 L. WHEREAS, Dr. Kaveh acknowledges that once accepted by the Board, this Agreement  
2 and all associated documentation become a matter of public record (with the exception  
3 of medical information related to the patient).
- 4 M. WHEREAS, Dr. Kaveh has had the opportunity to obtain the advice from competent  
5 counsel of his choice concerning the terms and conditions of this Agreement and the  
6 execution thereof. No coercion has been exerted upon Dr. Kaveh, nor have any  
7 promises been made other than those reflected in this Agreement. Dr. Kaveh freely and  
8 voluntarily entered into this agreement, motivated only by a desire to resolve the issues  
9 addressed herein. Dr. Kaveh has executed this Agreement only after a careful reading  
10 of it and a full understanding of all its terms.
- 11 N. WHEREAS, Dr. Kaveh is fully aware of his rights to contest the charges pending  
12 against him. These rights include: representation by an attorney at his own expense,  
13 the right to a public hearing on any charges or allegations filed, the right to confront and  
14 cross-examine witnesses called to testify against him, the right to present evidence on  
15 his own behalf, the right to compulsory process to secure the attendance of such  
16 witnesses, the right to testify on his own behalf, the right to receive written findings of  
17 fact and conclusions of law supporting the decision on the merits of the complaint and  
18 the right to obtain judicial review of the Board's decision. Should the Board accept this  
19 Agreement, Dr. Kaveh voluntarily waives these rights.
- 20 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
21 of the State of Nevada.
- 22 P. WHEREAS, this Agreement and Order contains a complete description of the  
23 agreement between the parties and it supersedes any previous agreements between  
24 the parties. All material representations, understandings and promises of the parties  
25 are contained in this Agreement. Any modifications must be set forth in writing, signed  
26 by all the parties, and approved by the Board.

### 27 III. TERMS OF THE AGREEMENT

- 28 A. Dr. Kaveh acknowledges that the failure to report allegations and the inaccurate-  
incomplete information contained within the renewal applications are true; and each  
such act is a violation of NRS chapter 633 and discipline is permissible under  
Nevada law. In exchange for the Board not pursuing an administrative action and  
Dr. Kaveh not pursuing subsequent reviews by the appropriate appellate Courts, the  
parties have agreed to resolve the current matter, and only this matter. Dr. Kaveh  
will henceforth insure that all lawsuits involving himself will be timely and accurately  
reported to the Board, and the failure to do so may result in the Board bringing a  
disciplinary action against the osteopathic medical license issued by the Board to  
Dr. Kaveh. If any lawsuit is not reported to the Board, such will be in violation of this  
agreement as well as the applicable statutes.
- B. Dr. Kaveh agrees to pay the sum of Three Thousand Dollars (\$3,000.00) as the fine  
imposed for having violated NRS 633.527(1) for the failure to timely report the  
filing/service of the three lawsuits and the failure to timely report the settlement of  
the case, as well as the inaccurate-incomplete renewal applications. 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 the amount of  
\$ 1500.00 per month beginning on the 2 day of NOV., 2009, and such  
amount shall continue to be due thereafter on the 2 day of each month, until the  
full amount of Three Thousand Dollars is paid. DEC.

- 1 C. Should Dr. Kaveh fail to satisfy and pay the indebtedness of \$3,000.00 in a timely  
2 manner as discussed herein, Dr. Kaveh understands and agrees that he will be  
3 considered in default of this Agreement, and this agreement will be null and void,  
4 with the Respondent receiving credit for payments made to date. The Board may  
5 take whatever action it deems appropriate, including but not limited to reducing the  
6 balance to judgment pursuant to NRS chapter 353C.
- 7 D. The Respondent, Dr. Kaveh, agrees to bear his own fees and costs, including the  
8 fees and expenses of his own attorney(s) if applicable.
- 9 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
10 the parties hereto and their respective heirs, personal representatives, assigns and  
11 successors in interest of each party.
- 12 F. This Agreement and Order shall be construed in accordance with the laws of the  
13 State of Nevada.
- 14 G. This settlement agreement consists of six (6) pages and embodies the entire  
15 agreement between the Board and the osteopathic physician. It may not be altered,  
16 amended or modified without the express consent of the parties, and any  
17 subsequent alteration, amendment, or modification shall be in writing and subject to  
18 approval by the Board.
- 19 H. In consideration for the execution of this Agreement, Dr. Kaveh hereby releases and  
20 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the  
21 Nevada State Attorney General's Office (as counsel for the Board), and each of  
22 their representatives, investigators, and employees, in their individual and  
23 representative capacity (collectively the State of Nevada Agencies) from any and all  
24 manner of actions, causes of actions, suits, debts, judgments, executions, claims,  
25 and demands whatsoever known or unknown, in law and in equity, that he may  
26 have had, now has, may have had, or claim to have against any and all of the  
27 persons and entities named in this paragraph arising out of, or by reason of, the  
28 investigation of the allegations raised in this matter, including those noted in the  
administrative complaint on file herein, and other matters relating thereto.
- I. Dr. Kaveh, for himself, his heirs, executors, administrators, successors and assigns,  
hereby indemnifies and holds harmless the State of Nevada, the Nevada State  
Board of Osteopathic Medicine, the Nevada 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 disciplinary action,  
this settlement or its administration.

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

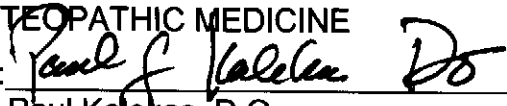
4 KIAN KAVEH, D.O.

5   
Osteopathic Physician

Dated: 7-22-09

6 NEVADA STATE BOARD OF  
7 OSTEOPATHIC MEDICINE

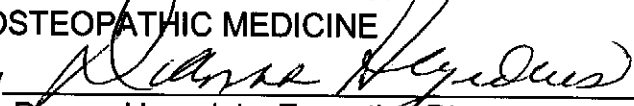
8 BY:

  
Paul Kalekas, D.O.,  
Investigating Board Member

Dated: 8-4-09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By

  
Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: 8-4-09

11 **ACKNOWLEDGEMENT**

12 On this the 3<sup>rd</sup> day of August, 2009, the said KIAN KAVEH, D.O., personally  
13 appeared before me, a notary public, and signed the above document, freely and voluntarily,  
14 under no duress.



  
Notary Public

18  
19 **ORDER OF THE BOARD**

20 **IT IS SO ORDERED.**

21 **IT IS FURTHER ORDERED** that should Dr. Kaveh fail to comply with any terms or  
22 conditions of this Agreement, Dr. Kaveh will be in breach of this Agreement; and this  
23 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
24 including but not limited to proceeding with the administrative action against Dr. Kaveh.  
25 Should this Agreement become null and void by Dr. Kaveh's failure to comply with terms or  
26

27 ....

28 ....

1 conditions of this Agreement, the Board may not only pursue an administrative action against  
2 Dr. Kaveh, but the Board may also seek the maximum fees, fines, and costs.

3 DATED this 5 day of OCT, 2009.

4 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

5  
6 BY: 

7 Dr. Daniel Curtis, Chairman/President of the  
8 Board