



1           2.       RESPONDENT committed acts unprofessional conduct pursuant to  
2           NRS 633.131(f)(2) by failing to obtain a knowing consent from Patient A, for  
3           procedures performed upon and/or treatment provided to Patient A in or  
4           about March 2005, and again in or about September 2005, which included  
5           the injection of some or all of the substances listed in paragraph 1  
6           hereinabove, into Patient A's lips.

7  
8           3.       RESPONDENT committed unprofessional conduct pursuant to NRS  
9           633.131(f)(1) when he advised Patient A, in or about 2005, that injections of  
10          Kenalog would break up the nodules or calcium formation caused by the  
11          Radiesse or Radiance injections.

12  
13          4.       RESPONDENT committed acts of unprofessional conduct pursuant to  
14          NRS 633.131(f)(1) by treating Patient A with injections of Kenalog, which he  
15          knew or should have known would not break up the calcium formations or  
16          nodules, which Patient A had developed as a result of the course of  
17          treatment provided by RESPONDENT, and/or under his direction and by  
18          advising Patient A that Kenalog would break up the calcium deposits which  
19          had formed as a result of the substance(s) RESPONDENT had previously  
20          injected in Patient A's lips.

21  
22          5.       RESPONDENT committed professional incompetence, pursuant to  
23          NRS 633.511(1) in the utilizing of Radiesse (aka Radiance) and/or Kenalog  
24          in the treatment of Patient A, which conduct evidenced a lack of knowledge  
25          and/or training in the area of practice in which he held himself as having  
26          expertise.

27  
28          6.       RESPONDENT committed acts of unprofessional conduct, pursuant to

1 NRS 633.131(1)(m) by failing to maintain timely, accurate and complete  
2 medical records of the diagnosis, treatment and care provided to Patient A in  
3 or about 2005.

4 7. RESPONDENT violated NRS 629.061(1)(g) by failing to provide  
5 Patient A's records to the Board of Osteopathic Medicine when requested by  
6 letters dated January 25, 2006 and March 8, 2006.

7 8. RESPONDENT violated NAC 633.350(2) by refusing any  
8 communication from Patient A concerning conditions which occurred and  
9 continued as a result of RESPONDENT'S care and treatment.

10 9. RESPONDENT violated NAC 633.350(5) by failing to create or  
11 generate a record concerning Patient A's office visits on or about March 25,  
12 2005 and on or about September 7, 2005.

13 10. RESPONDENT committed professional incompetence pursuant to  
14 NRS 633.511 by failing to safely and skillfully practice osteopathic medicine  
15 premised upon the totality of his acts and omissions in the matter described  
16 hereinabove.

17 11. RESPONDENT did not see, examine, or have any communication  
18 with Patient A as a new patient, before she underwent Radiesse/Radiance  
19 injections in the clinic, and thereby committing professional incompetence  
20 pursuant to NRS 633.511(1) and gross malpractice pursuant to NRS  
21 633.511(4).

22 12. RESPONDENT committed violations of NRS 633.527 by failing to  
23 report the filings of District Court complaints against him for medical  
24 malpractice in three (3) separate cases filed, respectively on or about  
25  
26  
27  
28

1 September 30, 2004, on or about August 16, 2005, and September 28, 2006.

2 13. RESPONDENT violated NRS 633.511(4) and committed gross  
3 negligence by permitting Patient A's husband to be injected with the  
4 Restylane or Radiesse which remained after Patient A's injection was  
5 complete on or about March 8, 2005 and violated NRS 633.511(1) and  
6 engaged in unprofessional conduct in violation of NRS 633.131(f)(2) by  
7 permitting the staff under his supervision and direction to inject the Restylane  
8 or Radiesse remaining at the completion of the procedure on Patient A into  
9 her husband on said date.  
10

11 WHEREAS the Board is prepared to proceed to prove the violations before a  
12 hearing officer, and RESPONDENT is prepared to present his defenses. The  
13 PARTIES have reached the Settlement Agreement set forth herein below to fully  
14 and finally resolve the instant pending disciplinary case, in the interests of saving  
15 the time and expense involved in proceeding with a full hearing and possible  
16 appeals thereafter.  
17  
18

19 **SETTLEMENT AGREEMENT**

20 The terms, conditions and provisions of the instant Stipulation and  
21 Settlement Agreement are contingent upon each other and are each material terms  
22 hereof.  
23

24 **WHEREFORE**, the undersigned hereby agree to settle the above-entitled  
25 case as follows:

26 1. RESPONDENT shall voluntarily cease performing the injection of  
27 Radiesse and/or Radiance and/or Restylane and/or Sculptra, or similar substances  
28 effective the date this Stipulation and Settlement is entered. Attached and

1 incorporated into this Stipulation and Settlement is Kian Kaveh D.O.'s Letter of  
2 Withdrawal.

3           2.       RESPONDENT shall prepare and implement written policies and  
4 procedures to apply in his practice of Osteopathic Medicine for the purpose of insuring  
5 that that which occurs in his practice meets the appropriate standard of care. The  
6 written policies and procedures to be prepared and implemented by RESPONDENT  
7 shall include the following:  
8

9                   a)       A licensed Osteopathic or Medical Physician ("Physician") shall  
10 meet with each and every patient and assess such patient within a reasonable time  
11 prior to making a diagnosis, or prescribing any course of treatment for such patient;  
12

13                   b)       A Physician shall reassess a patient who undergoes any invasive  
14 treatment, provided by RESPONDENT, his employees, independent contractors or  
15 staff, at medically reasonable intervals during any course of continuous treatment of  
16 each patient;  
17

18                   c)       Prior to the initiation of any invasive procedure by  
19 RESPONDENT or by anyone under RESPONDENT'S supervision, RESPONDENT or  
20 another Physician with whom RESPONDENT is professionally associated, shall meet  
21 personally with each such patient and explain, in a manner consistent with the  
22 patient's sophistication, and appropriate standard of care, in terms understandable to  
23 a layman, the risks associated with the procedure(s) to be undertaken;  
24

25                   d)       RESPONDENT or the associated Physician who meets with a  
26 patient under the circumstances set forth in paragraph 2c above, shall satisfy him or  
27 herself that the patient understands the risks or the treatment(s) or procedure(s)  
28 involved;

1 e) After the RESPONDENT or the associated Physician has  
2 completed his or her responsibilities set forth in paragraphs 2c and 2d, immediately  
3 above, that Physician shall prepare a written consent, consistent with the  
4 requirements of Nevada law, setting forth the risks of the invasive procedure(s)  
5 explained to the patient, and sign and date such written consent and obtain the  
6 patient's signature and date of signature upon said written consent. The consent shall  
7 also provide a separate statement identifying the Physician who explained the risks to  
8 the patient, the date of the explanation, and be separately signed and dated by both  
9 the patient and the Physician who personally explained the risks;  
10

11 f) Prior to any invasive procedure being done by RESPONDENT or  
12 under his direction or supervision the individual performing such procedure must make  
13 a written entry in the patient's chart confirming that the consent form described in  
14 paragraph 2e above has been fully executed;  
15

16 g) Non-physician employees, staff, or contractors shall not provide  
17 the explanation to patients described in paragraphs 2c and 2d, and shall not obtain the  
18 patients' signatures on the consent forms described in paragraph 2e above;  
19

20 h) RESPONDENT shall make sure that anyone working under his  
21 supervision or in association with him, is orally advised of the policies and procedures  
22 implemented under this agreement and provided with written copies of such policies  
23 and procedures. When new individuals become involved, they shall also be given oral  
24 instruction concerning the policies and procedures and provided with a written copy.  
25

26 i) Written copies of the policies and procedures shall be kept at  
27 multiple locations within RESPONDENTS' clinics and offices where they are  
28

1 accessible to staff and others under RESPONDENT'S supervision during business  
2 hours;

3 j) Individuals who do not hold a license permitting them to practice  
4 medicine shall not, at any time determine to perform invasive procedures; only a  
5 Physician may make such determination;  
6

7 k) If the requirements set forth in paragraphs 2a through 2f, above,  
8 inclusive, have not been met, no procedure may go forward, excluding emergent  
9 presentations;  
10

11 l) Invasive procedures shall not be performed by anyone who does  
12 not have appropriate training and licensure;

13 m) Patient records shall be accurate and complete at all times;

14 n) All patient visits and communications of any kind shall be noted  
15 with an adequate description in the patient's record;  
16

17 o) Entries in a patient's record shall be made reasonably promptly  
18 and in a timely manner to insure the accuracy of the contents;

19 p) The physician who performs any procedure involving affixable  
20 labels from a substance or other product, shall immediately upon completion of such  
21 procedure affix labels from the substance or other product used in the procedure  
22 which have labels available to be affixed and required to be affixed, to the patient's  
23 records;  
24

25 q) RESPONDENT shall maintain communications with his patients  
26 and shall respond to patients' concerns, questions, or complaint concerning treatment  
27 rendered by RESPONDENT, shall not delegate those responsibilities to his staff and  
28

1 shall implement procedures to insure that he receives immediate notice when such  
2 requests for response from him are received;

3 r) RESPONDENT shall respond personally to patients who have  
4 complications or adverse results from the treatments rendered by RESPONDENT or  
5 under his supervision;

6 s) RESPONDENT shall require that any patients' request for a  
7 refund be brought to his attention immediately when received, and, if a refund, in  
8 whole or in part, is deemed appropriate, RESPONDENT shall direct that such refund  
9 be provided immediately.  
10

11 **The policies and procedures delineated in 2a through 2s, inclusive above shall**  
12 **be prepared and implemented no later than thirty (30) days after the date the**  
13 **BOARD approves the instant Agreement.** As used here implementation shall  
14 include orally explaining the policies and procedure to RESPONDENT'S staff, and  
15 anyone else to whom they apply and provision of written copies to same.  
16

17 3. RESPONDENT shall immediately provide notice to the BOARD, in  
18 compliance with applicable statute, of any claims of malpractice made against him.  
19

20 4. RESPONDENT shall confer with or refer patients to qualified  
21 practitioners, as appropriate, in all instances where RESPONDENT does not have the  
22 requisite expertise to adequately diagnose or treat a particular patient.  
23

24 5. RESPONDENT shall attend twelve (12) hours of Continuing Education  
25 of which six (6) hours must specifically address effective communications with  
26 clients, and six (6) hours must specifically address appropriate practices for  
27 inclusion of accurate and appropriate information in patient records in a physician's  
28 office practice. The twelve (12) hours of continuing education must be completed



1 within six (6) months of the BOARD'S approval of this Agreement, to the extent such  
2 continuing education is available, and if not, then as soon as reasonably practicable,  
3 but not to exceed twelve (12) months from the time of the Board's approval of this  
4 Agreement. Such Continuing Education must be obtained in courses in which the  
5 instructors are present in person (live) at the location at which RESPONDENT attends  
6 the course, and the hours will not count towards RESPONDENT'S license renewal  
7 continuing education requirements.  
8

9 6. RESPONDENT shall pay the costs incurred by the BOARD for the  
10 investigation and prosecution of this case to the point of settlement, in the sum of FIVE  
11 THOUSAND (\$5,000.00) in costs within six (6) months after the date of the BOARD'S  
12 order approving the instant Stipulation and Settlement Agreement ("Agreement").  
13

14 7. RESPONDENT shall pay to the BOARD the sum of FIVE THOUSAND  
15 (\$5,000.00) in fines, within six (6) months after the date of the BOARD'S order  
16 approving the instant Stipulation and Settlement Agreement ("Agreement"), a  
17 minimum payment of \$2500 shall be made each month until the total sum is paid in  
18 full, the first payment to be due thirty (30) days after the date of the BOARD'S Order  
19 Approving the Agreement.  
20

21 8. The BOARD will not pursue any other action, discipline or fines in  
22 connection with the conduct alleged in the Complaint in the above-referenced case.  
23

24 9. RESPONDENT understands that the public records law requires the  
25 BOARD to make available for inspection this Stipulation and related documents.  
26 RESPONDENT also understands that this Agreement must be posted on the  
27 BOARD'S website.  
28

1           10.     RESPONDENT agrees that if the costs and fines specified in the above  
2 §§ 6-7 are not paid within the time stated above, and/or the required education is not  
3 completed in the time set forth above in § 5, RESPONDENT'S license may be  
4 automatically suspended by the BOARD without further notice, until such time as the  
5 payments required by this Agreement are brought current and/or the required  
6 education is completed. In addition, if the costs and fines are not timely paid, debt  
7 collection actions for any unpaid portion of the fine may be instituted by the BOARD.  
8

9           11.     RESPONDENT agrees and understands that by entering into this  
10 Agreement, RESPONDENT is waiving his right to a hearing at which RESPONDENT  
11 could present evidence in his defense, as well as the right to pursue judicial review of  
12 any adverse decision rendered by the BOARD after a hearing on the merits of the  
13 case.  
14

15           12.     It is agreed and understood that the BOARD members who review this  
16 Stipulation and Settlement Agreement to determine whether to approve it, may be the  
17 same BOARD members who could ultimately hear or make decisions concerning the  
18 merit of the Complaint and/or the discipline to be rendered in the event that approval  
19 of this Stipulation and Settlement Agreement is not granted.  
20

21           13.     This Agreement does not affect, in any way, the BOARD'S ability or  
22 right to investigate, or seek to impose discipline upon RESPONDENT concerning  
23 any subject matter or factual allegation which was not asserted in the Complaint  
24 **BOARD Case No. PB-06-3-718.**  
25

26           14.     Neither this Stipulation and Agreement nor any evidence concerning the  
27 information provided or statements made during the course of negotiations to reach  
28

1 this Agreement may be raised or introduced into evidence at any hearing in which the  
2 prosecution of the Complaint is pursued or considered.

3 15. The validity and enforceability of the instant Stipulation and Agreement  
4 is contingent upon approval of the terms and conditions of such Agreement by the  
5 BOARD. Absent approval by the BOARD, this Stipulation and Agreement shall not be  
6 valid or enforceable, in whole or in part.  
7

8 16. RESPONDENT shall bear his own attorney's fees and costs.

### 9 **RELEASE**

10 In consideration of the promises set forth herein, the KIAN KAVEH, D.O., on  
11 behalf of himself, and his heirs, executors, administrators, successors, and assigns,  
12 hereby releases, and forever discharges the State of Nevada, the BOARD, the  
13 Nevada Attorney General and each of their members, agents, employees,  
14 investigators and attorneys, in their individual and representative capacities, from  
15 any and all claims, actions, causes of action, suits, debts, judgments, executions,  
16 claims, and demands whatsoever, known and unknown, in law or equity, that  
17 RESPONDENT ever had, now has, may have, or claim to have against any or all of  
18 the persons or entities named in this section, arising out of or by reason of their  
19 involvement, participation, or relationship, in any manner or capacity to the  
20 investigation which preceded the filing of the Complaint in the instant case or their  
21 involvement, participation, or relationship, in any manner or capacity, to or from the  
22 matters alleged in the Complaint in the above-referenced matter, or relating to or  
23 arising from the above-entitled disciplinary action.  
24  
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28 RESPONDENT further agrees to hold harmless and indemnify the State of  
Nevada, the BOARD, and each of their members, agents, employees and

1 attorneys, in their individual and representative capacities, against any and all  
2 claims, suits, and actions, brought by reason of any claims brought in the name of,  
3 on behalf of, or by any individual or entity asserting standing through  
4 RESPONDENT, for claims, actions, or causes of action which have been released  
5 by RESPONDENT through this Agreement.  
6

7  
8 **GOVERNING LAW** This Agreement shall be interpreted under the laws of the  
9 State of Nevada and shall be subject to the jurisdiction of the BOARD and, where  
10 appropriate, the jurisdiction of the Nevada State Courts.  
11

12  
13 **TERMS OF AGREEMENT INTERDEPENDENT** All terms, phrases, provisions and  
14 sections of this Agreement are interdependent and necessary to this voluntary  
15 Agreement.  
16

17  
18 **ENTIRE AGREEMENT** This Agreement contains the full and complete terms and  
19 conditions agreed upon by the PARTIES. There are no terms, promises or  
20 agreements of any kind between the PARTIES outside of this Agreement  
21 concerning settlement. No amendment, supplement, revision, of any kind, to this  
22 Agreement, nor severance of any provision or term herein, will be valid or  
23 enforceable, unless made in writing and signed by both PARTIES. This Agreement  
24 shall not be valid or enforceable until signed by both PARTIES and approved by the  
25 BOARD. This Agreement may be executed in counterparts, in which circumstance,  
26 it shall become valid and enforceable upon the BOARD'S approval of this  
27 Agreement.  
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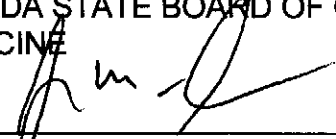
**COUNTERPARTS** This Agreement may be executed in counterparts, in which instance the sum of separate copies of this Agreement containing the signatures of all of the PARTIES shall constitute a completely executed Agreement.

**AGREEMENT FREELY AND VOLUNTARILY ENTERED** No promise, inducement or agreement not herein expressed has been made to the undersigned. The terms of this Agreement are contractual and none of the verbiage contained shall be considered to be mere recital. The PARTIES enter this Agreement freely and voluntarily, and are each represented by counsel, with whom they have had an opportunity to confer prior to signing. Each of the undersigned understands the terms of the instant Agreement and consent to be bound by such Agreement

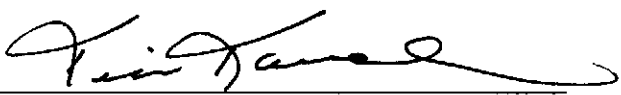
**WHEREFORE**, the PARTIES enter into this Agreement by affixing their signatures,

Dated: 2 JUN 09

NEVADA STATE BOARD OF OSTEOPATHIC  
MEDICINE

  
\_\_\_\_\_  
JAMES ANTHONY, D.O.  
Investigating Board Member

Dated: 5-19-09

  
\_\_\_\_\_  
KIAN KAVEH, D.O., Respondent

**BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

IN THE MATTER OF THE COMPLAINT  
AGAINST  
KIAN KAVEH, D.O.,  
RESPONDENT


---

**Case No.: PB-06-3-718**

The Stipulation and Settlement Agreement entered between the parties in the above-referenced matter has been approved as to form by counsel for each of the parties.

Dated this 2<sup>nd</sup> day of June 2009


CATHERINE CORTEZ MASTO  
Attorney General



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NANCY D. SAVAGE  
Senior Deputy Attorney General  
555 East Washington, # 3900  
Las Vegas, Nevada 89101  
Attorneys for Nevada Board of  
Osteopathic Medicine

JOHN H. COTTON &  
ASSOCIATES LLC.



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JOHN H. COTTON  
2300 West Sahara Ave. # 420  
Las Vegas, NV 89102  
Attorneys for Respondent  
Kian Kaveh, D.O.

1 **NEVADA BOARD OF OSTEOPATHIC MEDICINE**

2  
3 IN THE MATTER OF THE COMPLAINT  
4 AGAINST  
5 KIAN KAVEH, D.O.,  
6 RESPONDENT.  
7

Case No.: PB-06-3-718

8 **ORDER APPROVING STIPULATION AND SETTLEMENT**

9 The Stipulation and Settlement Agreement ("Agreement") between the PARTIES in the  
10 above-referenced Disciplinary Case having come before the NEVADA BOARD OF  
11 OSTEOPATHIC MEDICINE ("BOARD") on the 2nd day of June 2009, and the BOARD being  
12 fully apprised in the premises, and good cause appearing,

13 **IT IS HEREBY ORDERED** that the Agreement (attached) in the above-referenced case  
14 is approved.

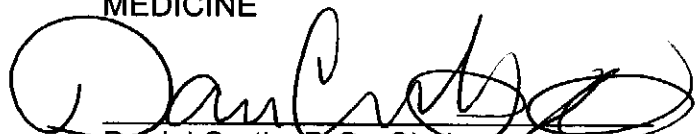
15 **IT IS FURTHER ORDERED** that RESPONDENT shall comply with and fully-perform all  
16 of the terms of said Stipulation and Settlement Agreement and this Order.

17 If Respondent fails to timely fulfill the terms of the Stipulation and Settlement  
18 Agreement and/or Order entered in the above Disciplinary Case, then the Board may  
19 automatically rescind the Stipulation and proceed with the above-referenced disciplinary  
20 action before the Commission in addition to any measures set forth in the Stipulation.

21 This Order shall become effective on the date that it is signed by the BOARD  
22 Chairman.

23 Dated this 2 day of June 2009

24 NEVADA BOARD OF OSTEOPATHIC  
25 MEDICINE

26   
27 Daniel Curtis, D.O., Chairperson  
28

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101