BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

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

STIPULATION AND SETTLEMENT AGREEMENT

Come now the NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE ("BOARD") and RESPONDENT KIAN KAVEH, D.O., collectively referred to as the "PARTIES" and STIPULATE AND AGREE to settle the above-entitled disciplinary action, brought by the BOARD against RESPONDENT as follows:

RECITALS

WHEREAS the BOARD, through its Investigative Board Member, Dr. Anthony previously filed its Complaint against RESPONDENT in the above case, in which the following violations were alleged to have occurred arising out of the care and treatment of Patient A by RESPONDENT and/or under RESPONDENT'S supervision, in his capacity as a licensee of the BOARD:

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

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

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

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

6. RESPONDENT committed acts of unprofessional conduct, pursuant to
NRS 633.131(1)(m) by failing to maintain timely, accurate and complete medical records of the diagnosis, treatment and care provided to Patient A in or about 2005.

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

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

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

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

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

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

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

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

SETTLEMENT AGREEMENT

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

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

1. RESPONDENT shall voluntarily cease performing the injection of Radiesse and/or Radiance and/or Restylane and/or Sculptra, or similar substances effective the date this Stipulation and Settlement is entered. Attached and
incorporated into this Stipulation and Settlement is Kian Kaveh D.O.'s Letter of Withdrawal.

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

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

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

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

   d) RESPONDENT or the associated Physician who meets with a patient under the circumstances set forth in paragraph 2c above, shall satisfy him or herself that the patient understands the risks or the treatment(s) or procedure(s) involved;
e) After the RESPONDENT or the associated Physician has completed his or her responsibilities set forth in paragraphs 2c and 2d, immediately above, that Physician shall prepare a written consent, consistent with the requirements of Nevada law, setting forth the risks of the invasive procedure(s) explained to the patient, and sign and date such written consent and obtain the patients' signature and date of signature upon said written consent. The consent shall also provide a separate statement identifying the Physician who explained the risks to the patient, the date of the explanation, and be separately signed and dated by both the patient and the Physician who personally explained the risks;

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

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

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

i) Written copies of the policies and procedures shall be kept at multiple locations within RESPONDENTS' clinics and offices where they are
accessible to staff and others under RESPONDENT’S supervision during business hours;

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

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

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

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

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

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

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

q) RESPONDENT shall maintain communications with his patients and shall respond to patients’ concerns, questions, or complaint concerning treatment rendered by RESPONDENT, shall not delegate those responsibilities to his staff and
shall implement procedures to insure that he receives immediate notice when such requests for response from him are received;

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

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

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

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

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

5. RESPONDENT shall attend twelve (12) hours of Continuing Education of which six (6) hours must specifically address effective communications with clients, and six (6) hours must specifically address appropriate practices for inclusion of accurate and appropriate information in patient records in a physician’s office practice. The twelve (12) hours of continuing education must be completed
within six (6) months of the BOARD’S approval of this Agreement, to the extent such
continuing education is available, and if not, then as soon as reasonably practicable,
but not to exceed twelve (12) months from the time of the Board’s approval of this
Agreement. Such Continuing Education must be obtained in courses in which the
instructors are present in person (live) at the location at which RESPONDENT attends
the course, and the hours will not count towards RESPONDENT’S license renewal
continuing education requirements.

6. RESPONDENT shall pay the costs incurred by the BOARD for the
investigation and prosecution of this case to the point of settlement, in the sum of FIVE
THOUSAND ($5,000.00) in costs within six (6) months after the date of the BOARD’S
order approving the instant Stipulation and Settlement Agreement (“Agreement”).

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

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

9. RESPONDENT understands that the public records law requires the
BOARD to make available for inspection this Stipulation and related documents.
RESPONDENT also understands that this Agreement must be posted on the
BOARD’S website.
10. RESPONDENT agrees that if the costs and fines specified in the above
§§ 6-7 are not paid within the time stated above, and/or the required education is not
completed in the time set forth above in § 5, RESPONDENT'S license may be
automatically suspended by the BOARD without further notice, until such time as the
payments required by this Agreement are brought current and/or the required
education is completed. In addition, if the costs and fines are not timely paid, debt
collection actions for any unpaid portion of the fine may be instituted by the BOARD.

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

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

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

14. Neither this Stipulation and Agreement nor any evidence concerning the
information provided or statements made during the course of negotiations to reach
this Agreement may be raised or introduced into evidence at any hearing in which the
prosecution of the Complaint is pursued or considered.

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

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

RELEASE

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

RESPONDENT further agrees to hold harmless and indemnify the State of
Nevada, the BOARD, and each of their members, agents, employees and
attorneys, in their individual and representative capacities, against any and all
claims, suits, and actions, brought by reason of any claims brought in the name of,
on behalf of, or by any individual or entity asserting standing through
RESPONDENT, for claims, actions, or causes of action which have been released
by RESPONDENT through this Agreement.

GOVERNING LAW This Agreement shall be interpreted under the laws of the
State of Nevada and shall be subject to the jurisdiction of the BOARD and, where
appropriate, the jurisdiction of the Nevada State Courts.

TERMS OF AGREEMENT INTERDEPENDENT All terms, phrases, provisions and
sections of this Agreement are interdependent and necessary to this voluntary
Agreement.

ENTIRE AGREEMENT This Agreement contains the full and complete terms and
conditions agreed upon by the PARTIES. There are no terms, promises or
agreements of any kind between the PARTIES outside of this Agreement
concerning settlement. No amendment, supplement, revision, of any kind, to this
Agreement, nor severance of any provision or term herein, will be valid or
enforceable, unless made in writing and signed by both PARTIES. This Agreement
shall not be valid or enforceable until signed by both PARTIES and approved by the
BOARD. This Agreement may be executed in counterparts, in which circumstance,
it shall become valid and enforceable upon the BOARD'S approval of this
Agreement.
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\textsuperscript{nd} day of June 2009

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NEVADA BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

KIAN KAVEH, D.O.,

RESPONDENT.

Case No.: PB-06-3-718

ORDER APPROVING STIPULATION AND SETTLEMENT

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

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

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

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

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

Dated this 2 day of June 2009

Daniel Curtis, D.O., Chairperson