BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  )  )
KAVEH KASHANI, D.O.,  )  Case No. PB2003009
License No. 2074,  )  )
Respondent.  )  )

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating
board member Dean Milne, D.O. (hereinafter IBM) and its counsel Louis Ling hereby enters into this
settlement agreement with Kaveh Kashani, D.O. (License No. 2074), who is represented by Ayesha
Mehdi of Spencer Fane in this matter. Pursuant to chapter 233B and chapter 633 of the Nevada
Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by
and between the parties in the above-entitled matter, that this matter shall be fully and finally settled
and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. At all times pertinent to this matter, Kaveh Kashani, D.O., was and is licensed by the Board
to practice osteopathic medicine in Nevada (License No. 2074). Dr. Kashani is board certified in
family medicine.

2. On April 12, 2016, the Board issued a license to Dr. Kashani after conducting a review of his
application of Dr. Kashani’s application at the Board’s meeting that evening. At that time, Dr. Kashani
was licensed in New York and California, and his license in California was on probation pursuant to an
Order issued by the Osteopathic Medical Board of California dated July 8, 2015 (Case No. 00-2012-
3372, hereinafter California Order). The facts underlying the California Order related to Dr. Kashani’s
addiction to prescription controlled substances and his prescribing for his personal use controlled
substances by forging his partner’s signature on some prescriptions. The drug addiction ultimately was
discovered when Dr. Kashani was arrested and convicted of driving while under the influence. At the
April 12, 2016 meeting, Dr. Kashani agreed that if he commenced practicing in Nevada, he would
continue to abide by the terms of the California Order and that he would enroll in the Professional
Recovery Network (PRN) in Nevada.
3. Several terms of probation in the California Order are pertinent to the instant matter: (1) Dr. Kashani’s license was placed on probation for five years subject to standard terms of probation surveillance and compliance; (2) Dr. Kashani was ordered to abstain from drugs and alcohol and to surrender his controlled substances privileges and Drug Enforcement Agency (DEA) registration so that he could not possess, administer, prescribe, or order controlled substances; (3) Dr. Kashani was ordered to complete certain continuing education; and (4) Dr. Kashani was ordered to obey all laws. Particularly pertinent to the instant matter is paragraph #17 of the Reconsideration Order, which provided:

17. Supervised structured environment

Respondent is prohibited from engaging in solo practice. Within 30 days of the effective date of this decision, Respondent shall submit to the Board and receive its prior approval, for a plan of practice limited to a supervised structured environment in which Respondent’s activities will be overseen and supervised by another physician, who shall provide periodic reports to the Board.

4. Subsequent to April 12, 2016, Dr. Kashani began practicing osteopathic medicine in Las Vegas, Nevada, and Dr. Kashani enrolled in the PRN program.

5. On November 21, 2017, Sandra Reed, the Board’s Executive Director, sent a letter to Dr. Kashani informing him that the Board had become aware of several developments relating to Dr. Kashani’s licensure in New York and California, namely that in New York, Dr. Kashani had entered into a Consent Decree on July 14, 2016 by which he agreed to abide by the terms of the California Order and that thereafter on August 9, 2017, Dr. Kashani surrendered his California license, and on September 22, 2017, Dr. Kashani surrendered his New York license. Dr. Kashani was asked to signed the letter and return it, which he did on November 30, 2017. By signing the letter, Dr. Kashani agreed to continue to follow the terms of the California Order with respect to his practice in Nevada until July 7, 2020.

6. On March 31, 2020, the Board received an online Complaint Form. The complaint alleged that Dr. Kashani was performing house calls at which he administered Botox and other injectables. The complainant was not a patient of Dr. Kashani’s, but had learned of his house call practices from a social media posting by one of Dr. Kashani’s patients (who will be referred to herein as Patient P) on an invitation-only, non-public account called Las Vegas Law Moms. The complainant’s concern was that
Dr. Kashani was providing cosmetic procedures at Patient P’s house without following COVID-19 precautions and in defiance of Governor Sisolak’s Executive Directives to mitigate COVID-19 transmission in effect at the time.

7. In the course of its investigation of the complainant’s complaint, the Board’s staff obtained two screen shots from the complainant that were the screen shots taken by the complainant on March 29 or 30, 2020 of Patient P’s social media posting on March 29, 2020. Patient P’s posting on March 29, 2020 has a photograph of Dr. Kashani wearing scrubs embroidered with “Dr. K. Kashani, Medical Director.” Dr. Kashani is seen wearing a medical glove and is holding a loaded syringe. Three smaller accompanying photographs, show Dr. Kashani drawing up a syringe and displays of multiple medication vials and preloaded syringes. One of the medications on display is a package of Radiesse, a prescription drug used as a cosmetic filler. None of the vials on display in the photographs appears to be a vial of Hylenex. The text that accompanies the photographs was written by Patient P to the other members of the social media group, and it stated:

Ladies please meet the one that keeps me looking young & beautiful @kavehskashanii! Thank you so much for coming over tonight and injecting me with all the good stuff. ☺️ You always have the perfect product and amount so I never look overdone. I’m so grateful to have you in my life! Ladies he will only make house calls if he knows and trusts you ....so my friends may qualify...you know who you are...so HMU and I'll give you the details....and if you must know my age....I just turned 44© #stayingbeautiful #quarantinequeen #myvipdoctorforever – feeling beautiful.

8. In the course of the investigation of the matter, the Board obtained medical records for medical procedures Dr. Kashani performed for the period of time around and leading up to March 29, 2020 and two written statements from Dr. Kashani. In the written statements from Dr. Kashani, he represented that the house call to Patient P on March 29, 2020 was the only house call he had ever made and that it was an exceptional case because Patient P was experiencing a potential emergency related to a lip augmentation procedure he had performed a month earlier that apparently would not resolve. The medical record made by Dr. Kashani related to the March 29, 2020 encounter indicated that he used 300 units/2 ml. of Hylenex injected into Patient P’s lower left lip. The same medical record also contained, in Dr. Kashani’s handwriting, the notation, “All COVID precautions taken/pt not [illegible] and only person present in house.” Dr. Kashani also included an affidavit from Patient P dated April 15, 2020 in
which she stated that the house call was to address the emergency with her lip. The affidavit also claimed that social distancing was observed and that both Patient P and Dr. Kashani wore masks.

9. The medical records, Dr. Kashani’s written statement, and Patient P’s affidavits contain indicia of falsity. The Board’s investigation determined that Patient P was not a patient of Novuskin, a medical spa where Dr. Kashani then practiced, at any time and the records, therefore, were not records made by or at Novuskin. Additionally, a photograph in Patient P’s social media posting, taken by Patient P, shows Dr. Kashani without a mask and seemingly closer to Patient P than social distancing guidelines then in effect permitted. The procedure involved did not appear to be an emergency and to the extent there was, in fact, a complication with Patient P’s lip, it had been there for a month without emergency action and could have been addressed at an urgent care facility. According to Patient P’s description of the encounter on March 29, 2020 in her social media posting, the encounter was so Dr. Kashani could inject her “with the good stuff” because he always has “the perfect product and amount so I [Patient P] never look overdone.” The photographs taken by Patient P on March 29, 2020 show a package of Radiesse (a dermal filler) and vials that appear to be Botox and numerous pre-loaded syringes and no vials of Hylenex. The photographs taken by Patient P on March 29, 2020 are consistent with Patient P’s contemporaneous description of the encounter and are at odds with Dr. Kashani’s and Patient P’s descriptions of the encounter made later on April 15, 2020, after Dr. Kashani was aware that the Board’s staff was looking into his cosmetic practices. Finally, Patient P’s signature on her affidavit on April 15, 2020 does not appear to be the same signature that appears on the consent document contained in the March 29, 2020 medical record.

10. The conduct of working for Novuskin and performing house calls violates Dr. Kashani’s agreement in the November 21, 2017 Board letter because it constituted a solo practice that did not occur in a supervised, structured environment.

11. On March 29, 2020, the practice of medicine was limited only to medically necessary procedures and elective procedures, such as cosmetic procedures, were prohibited by an Executive Directive from Governor Sisolak. The house call encounter by Dr. Kashani and Patient P violated Governor Sisolak’s Executive Directive.
ACKNOWLEDGMENTS AND APPLICABLE LAW

This Settlement Agreement and Order is made and based upon the following acknowledgments by the parties:

1. Dr. Kashani is aware of, understands, and has been advised of the effect of this Settlement Agreement and Order, which he has carefully read and fully acknowledged. Dr. Kashani retained counsel, namely Ms. Mehdi, to represent him in connection with this Settlement Agreement and Order. The Board acknowledges Dr. Kashani’s cooperation during the Board’s investigation and subsequent disposition of the matters set forth in this Settlement Agreement and Order.

2. Dr. Kashani acknowledges that a formal Complaint has been filed and served in this matter and that this Settlement Agreement and Order is being entered into to resolve the allegations and causes of action contained in the formal Complaint. To avoid the additional time commitment and expenses Dr. Kashani would incur from litigation regarding this matter, Dr. Kashani has entered into this Settlement Agreement and Order, and he is 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 formally 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 testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Kashani is waiving all these rights in exchange for the Board’s acceptance of this Settlement Agreement and Order.

3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement and Order or other documents or matters pertaining to the consideration of this Settlement Agreement and Order shall not unfairly or illegally prejudice the Board, or any Board members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be disqualified or challenged for bias. Further, the rejection of this Settlement Agreement and Order by the Board shall not unfairly or illegally prejudice Dr. Kashani from further participation in these proceedings or the exercise of any rights afforded to him by law.
4. Dr. Kashani and the Board acknowledge that NRS 633.691 provides immunity for the Board, its employees, and its retained specialists from any potential action that might be brought by Dr. Kashani and that for the purposes of NRS 633.691, Dr. Kashani acknowledges that the Board, its employees, and its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Kashani and the Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Kashani with certain protections against administrative actions by the Board, which protections are inapplicable in this matter.

5. Dr. Kashani acknowledges that the Settlement Agreement and Order shall only become effective after both the Board and he have duly executed it.

6. Dr. Kashani enters into this Settlement Agreement and Order after being fully advised of his rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement and Order embodies the entire agreement reached between the Board and Dr. Kashani. It may not be altered, amended, or modified without the express consent of the parties.

7. In an effort to avoid the time commitment, cost, and uncertainty of a hearing, the parties have agreed to settle this matter. In settling this matter, Dr. Kashani acknowledges that the Board has compiled sufficient evidence that, if presented by the Board during a contested proceeding, would substantiate facts contained in the “Pertinent Facts” section herein and demonstrate violations of Nevada Revised Statutes (NRS) 633.511(1)(a) (unprofessional conduct), NRS 633.131(1)(f)(2) (practice detrimental to the public health or safety), NRS 633.131(1)(k) (violation of Board and Board of Pharmacy statutes and regulations), NRS 633.131(1)(m) (failing to make accurate medical records), and NAC 633.350(1)(h) (failure to comply with Board order). If the Board approves this Settlement Agreement and Order, it shall be deemed and considered disciplinary action by the Board against Dr. Kashani.

8. Both parties acknowledge that it is in the best interests of each to resolve this matter without a full hearing on the merits because of the time commitment, cost, and risk involved for each party.

9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this Settlement Agreement and Order because Dr. Kashani is an osteopathic physician licensed by the Board. Dr. Kashani expressly, knowingly, and intentionally waives the 21-day notice requirement
contained in the Nevada Open Meeting Law and acknowledges that this Settlement Agreement and Order may be presented to the Board for its consideration and potential ratification at the Board’s meeting on March 9, 2021.

STIPULATED ADJUDICATION

Based upon the above acknowledgments of the parties and their mutual agreement to settle the matters set forth in this Settlement Agreement and Order, the parties stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

1. Dr. Kashani shall pay the sum of $4,965.00 as payment of the Board’s actual costs for the investigation and prosecution of this matter.

2. Dr. Kashani shall be fined $15,000.00 pursuant to NRS 633.651(1)(f).

3. All sums shall be made by personal check or certified or cashier’s check made payable to “Nevada State Board of Osteopathic Medicine” within 90 days of the effective date of the Settlement Agreement and Order, unless Dr. Kashani negotiates terms of payment acceptable to the Board’s Executive Director by which payment in full of the fees and costs and the fine will be accomplished no later than 12 months from the effective date of this Settlement Agreement and Order.

4. Dr. Kashani’s license shall be on probation for a period of three (3) years commencing on the effective date of this Settlement Agreement and Order. The terms and conditions of probation shall be as follows:

   (a) Dr. Kashani shall maintain his license on either active or inactive status throughout the term of probation.

   (b) Dr. Kashani shall comply with all applicable laws related to the practice of osteopathic medicine, whether state or federal, whether statutory or regulatory, and whether contained in NRS and NAC chapters 633, 453, 454, 585, and 639.

   (c) Dr. Kashani shall not work in any practice or facility in which he is the only physician unless he does so according to the following terms and conditions:

      (i) Before commencing any such work, Dr. Kashani must notify the Board’s office of his intended practice or facility in which he would work as the only physician.
and receives in writing from the Board's office the IBM's authorization to proceed with the work, which authorization will not be unreasonable withheld;

(ii) Before commencing such work, arrange with the Board's staff for a Practice Monitor to oversee and report on his work at the practice or facility;

(iii) The Practice Monitor selected by the Board's staff will be a Nevada-licensed D.O. or M.D. and may be retained through a third-party service such as Affiliated Monitors;

(iv) The Practice Monitor may observe Dr. Kashani's practices and treatments at the practice or facility and may request from Dr. Kashani any records deemed needed by the Practice Monitor to assure that Dr. Kashani's practice of medicine is fully compliant with the Settlement Agreement and Order and all applicable state and federal statutes and regulations. The monitoring may occur in-person at the practice or facility or may be conducted remotely by videoconference, e-mail, or telephone calls. Dr. Kashani shall fully comply with all reasonable requests from the Practice Monitor. At least quarterly, the Practice Monitor shall report his or her activities, findings, and recommendations to the Board's office. If the Practice Monitor identifies violations of this Settlement Agreement and Order or any applicable state or federal statutes or regulations, the Practice Monitor shall notify the Investigative Board Member (IBM) and Dr. Kashani of such in writing, and Dr. Kashani and the IBM shall thereafter consult to establish a mode and time by which Dr. Kashani will bring his practice into conformance and compliance;

(v) All encounters with patients must occur only at the practice or facility; and

(vi) Dr. Kashani will bear and pay all costs related to the Practice Monitor when and as those costs are presented to Dr. Kashani.

(d) Dr. Kashani shall not serve as a supervising physician for any physician assistant or advanced practice registered nurse.

(e) Prior to the end of Dr. Kashani's probationary period, Dr. Kashani shall complete, at his sole cost, at least four (4) hours of continuing medical education regarding medical record-keeping practices, as such is approved by the IBM.
(f) Notwithstanding any other provision in this Settlement Agreement and Order, Dr. Kashani may request in writing that the probationary period be terminated at any time after he has received six (6) quarterly reports from the Practice Monitor (i.e., after eighteen (18) months after the effective date of this Settlement Agreement and Order) that he has been compliant with the terms and conditions of this Settlement Agreement and Order. Upon determining that the six (6) quarterly reports from the Practice Monitor do, in fact, indicate Dr. Kashani’s compliance and after determining that Dr. Kashani has otherwise complied with all the other terms and conditions of the Settlement Agreement and Order, the IBM shall terminate the probation.

(g) Dr. Kashani’s probationary period shall be extended for a period of time equivalent to any period during which Dr. Kashani is determined by the IBM to not be in compliance with the terms of this Settlement Agreement and Order, and the probationary period shall not terminate unless and until all sums due herein are paid in full by Dr. Kashani. Subject to the foregoing, the terms and conditions of Dr. Kashani’s probationary period shall automatically expire, without any further action or approval required by the Board, effective at the end of the probationary period as set forth herein.

5. Dr. Kashani shall meet with the Board or its representatives (either in person or via telecommunication) upon reasonable request and shall reasonably cooperate with such representatives in their supervision, monitoring, investigation, or auditing to assure compliance with the terms and conditions of this Settlement Agreement and Order.

6. Dr. Kashani’s failure to comply with any term or condition of this Settlement Agreement and Order may result in further discipline by the Board, up to and potentially including revocation of his license. The Board’s staff may take any and all actions it deems necessary, as permitted by law, to collect any sums ordered that remain unpaid. If the Board’s staff is required to pursue judicial action to affect such collections, it shall be entitled to recover its attorney’s fees and costs incurred in pursuing such judicial action, unless the court presiding over such action determines Dr. Kashani to be the prevailing party, in which case Dr. Kashani and the Board shall each be responsible only for his or its own respective attorney’s fees and costs.
Signed this 19th day of February, 2021.

Respondent Kaveh Kashani, D.O.

By __________________________
Kaveh Kashani, D.O., Respondent

Nevada State Board of Osteopathic Medicine

By __________________________
Dean Milne
Investigating Board Member
ORDER

WHEREAS, on March 9, 2021, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with Kaveh Kashani, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 9th day of March, 2021.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]

Ronald Hedger, D.O., President and Presiding Officer
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:

KAVEH KASHANI, D.O.,
License No. 2074

RESPONDENT.

Case No.: PB2003009

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

MAR 10 2021

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of March, 2021, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, at their last known address on file with this Board.

Kaveh Kashani, D.O.

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine