

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

- 11 D. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
12 person reasonable attorney's fees and costs that are incurred by the regulatory body as
13 part of its investigative, administrative and disciplinary proceedings against the person
14 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 15 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
16 Board to file a formal disciplinary complaint.
- 17 F. WHEREAS, the parties understand that this Agreement will be signed by the respective
18 parties and will then be offered to the Board for the entire Board's approval at the next
19 Board meeting, with the recommendation of the Investigating Board Member that this
20 matter be settled. The Agreement shall not become effective until it has been
21 approved by a majority of the Board and endorsed by a representative member of the
22 Board.
- 23 G. WHEREAS, Dr. Rouhani understands that the Board is free to accept or reject this
24 Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed
25 and a hearing scheduled on the same. The Board members who review this matter for
26 approval of this Agreement may be the same members who ultimately hear the
27 disciplinary complaint if this Agreement is not approved by the Board. Dr. Rouhani
28 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.
- H. WHEREAS, Dr. Rouhani 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.
- I. WHEREAS, Dr. Rouhani 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.
- J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Rouhani has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Rouhani 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 the patient).
- L. WHEREAS, Dr. Rouhani 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. Rouhani, nor have any
promises been made other than those reflected in this Agreement. Dr. Rouhani freely
and voluntarily entered into this agreement, motivated only by a desire to resolve the

1 issues addressed herein. Dr. Rouhani has executed this Agreement only after a
2 careful reading of it and a full understanding of all its terms.

3 M. WHEREAS, Dr. Rouhani is fully aware of his rights to contest the charges pending
4 against him. These rights include: representation by an attorney at his own expense,
5 the right to a public hearing on any charges or allegations filed, the right to confront and
6 cross-examine witnesses called to testify against him, the right to present evidence on
7 his own behalf, the right to compulsory process to secure the attendance of such
8 witnesses, the right to testify on his own behalf, the right to receive written findings of
9 fact and conclusions of law supporting the decision on the merits of the complaint and
10 the right to obtain judicial review of the Board's decision. Should the Board accept this
11 Agreement, Dr. Rouhani voluntarily waives these rights.

12 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
13 of the State of Nevada.

14 O. WHEREAS, this Agreement and Order contains a complete description of the
15 agreement between the parties and it supersedes any previous agreements between
16 the parties. All material representations, understandings and promises of the parties
17 are contained in this Agreement. Any modifications must be set forth in writing, signed
18 by all the parties, and approved by the Board.

19 **III. TERMS OF THE AGREEMENT**

20 A. Dr. Rouhani acknowledges that if the failure to report allegations were true, then
21 each such act (failure to timely report the lawsuit and failure to timely report the
22 settlement) would be a violation of NRS chapter 633 and discipline would be
23 permissible under Nevada law. In exchange for the Board not pursuing an
24 administrative action and Dr. Rouhani not pursuing subsequent reviews by the
25 appropriate Courts, the parties have agreed to resolve the current matter, and only
26 this matter. Dr. Rouhani will henceforth insure that all lawsuits involving himself will
27 be timely and accurately reported to the Board, and the failure to do so may result in
28 the Board bringing a disciplinary action against the osteopathic medical license
issued by the Board to Dr. Rouhani. 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. Rouhani agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
imposed for having violated NRS 633.527(1) for the failure to timely report the
filing/service of the lawsuit. 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 at the time of the execution of this agreement.


C. Should Dr. Rouhani fail to satisfy and pay the indebtedness of \$500.00 in a timely
manner as discussed herein, Dr. Rouhani understands and agrees that he will be
considered in default of this Agreement, and this agreement will be null and void,
with the Respondent receiving credit for payments made to date. The Board may
take whatever action it deems appropriate, including but not limited to reducing the
balance to judgment pursuant to NRS chapter 353C.

D. The Respondent, Dr. Rouhani, 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.

- 1 F. This Agreement and Order shall be construed in accordance with the laws of the
State of Nevada.
- 2 G. This settlement agreement consists of five (5) pages and embodies the entire
3 agreement between the Board and the osteopathic physician. It may not be altered,
4 amended or modified without the express consent of the parties, and any
5 subsequent alteration, amendment, or modification shall be in writing and subject to
6 approval by the Board.
- 7 H. In consideration for the execution of this Agreement, Dr. Rouhani hereby releases
8 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
9 and the Nevada State Attorney General's Office (as counsel for the Board), and
10 each of their representatives, investigators, and employees, in their individual and
11 representative capacity (collectively the State of Nevada Agencies) from any and all
12 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
13 and demands whatsoever known or unknown, in law and in equity, that he may
14 have had, now has, may have had, or claim to have against any and all of the
15 persons and entities named in this paragraph arising out of, or by reason of, the
16 investigation of the allegations raised in this matter, including those noted in the
17 administrative complaint on file herein, and other matters relating thereto.
- 18 I. Dr. Rouhani, for himself, his heirs, executors, administrators, successors and
19 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
20 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
21 each of their members, agents and employees in their individual and representative
22 capacities against any and all claims, suits, demands, actions, debts, damages,
23 costs, charges, and expenses, including court costs and attorney's fees against any
24 persons or entities as well as all liability, losses, and damages of any nature
25 whatsoever that the persons and entities named in this paragraph shall have or may
26 at any time sustain or suffer by reason of this investigation, this disciplinary action,
27 this settlement or its administration.
- 28 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.

NADER ROUHANI, D.O.



Osteopathic Physician

License # 1053

Dated: 7/21/09

HUTCHISON & STEFFEN

By 

L. Kristopher Rath, Esq.

Attorney for ROUHANI

Dated: 7/21/09

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

BY: _____

Lisa Miller-Roche, Esq.
Investigating Board Member

Dated: _____

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By _____

Dianna Hegeduis, Executive Director -
Board Counsel

Dated: _____

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 3 successors in interest of each party.
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 5 State of Nevada.
 6 G. This settlement agreement consists of five (5) pages and embodies the entire
 7 agreement between the Board and the osteopathic physician. It may not be altered,
 8 amended or modified without the express consent of the parties, and any
 9 subsequent alteration, amendment, or modification shall be in writing and subject to
 10 approval by the Board.
 11 H. In consideration for the execution of this Agreement, Dr. Rouhani hereby releases
 12 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
 13 and the Nevada State Attorney General's Office (as counsel for the Board), and
 14 each of their representatives, investigators, and employees, in their individual and
 15 representative capacity (collectively the State of Nevada Agencies) from any and all
 16 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
 17 and demands whatsoever known or unknown, in law and in equity, that he may
 18 have had, now has, may have had, or claim to have against any and all of the
 19 persons and entities named in this paragraph arising out of, or by reason of, the
 20 investigation of the allegations raised in this matter, including those noted in the
 21 administrative complaint on file herein, and other matters relating thereto.
 22 I. Dr. Rouhani, for himself, his heirs, executors, administrators, successors and
 23 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
 24 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
 25 each of their members, agents and employees in their individual and representative
 26 capacities against any and all claims, suits, demands, actions, debts, damages,
 27 costs, charges, and expenses, including court costs and attorney's fees against any
 28 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.
 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.

21 NADER ROUHANI, D.O.

HUTCHISON & STEFFEN

22 _____
 Osteopathic Physician

By _____

23 License # 1053

L. Kristopher Rath, Esq.

Attorney for ROUHANI

24 Dated: _____

Dated: _____

25 NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

26 BY *Lisa Miller-Roche*

By *Dianna Hegeduis*

Lisa Miller-Roche, Esq.

Dianna Hegeduis, Executive Director -

27 Investigating Board Member

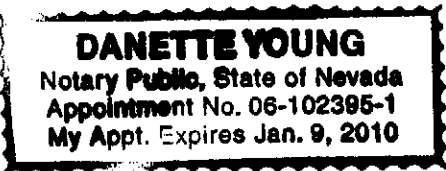
Board Counsel

28 Dated: 7-22-09

Dated: 7-22-09

ACKNOWLEDGEMENT

1 On this the 21st day of July, 2009, the said NADER ROUHANI, D.O.,
2 personally appeared before me, a notary public, and signed the above document, freely and
3 voluntarily, under no duress.



4 Danette Young
5 Notary Public

ORDER OF THE BOARD

7
8 **IT IS SO ORDERED.**

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

16 DATED this 4th day of August, 2009.

18 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

19 BY: [Signature]
20 Dr. Daniel Curtis, Chairman/President of the
21 Board