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NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

**Kiarash Mirkia, MD**

**Sarah A. Bradley, J.D., MBA**  
Deputy Executive Director  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, NV 89521  
Telephone: (775) 324-9365  
bradleys@medboard.nv.gov

June 16<sup>th</sup>, 2023

Re: Petition to Remove the Condition on my Medical License Number 12548

Dear Madams, Dear Sirs

I recently renewed my Nevada Medical License and would like to respectfully request that the condition on my license be removed.

Thank you for your time and consideration.

Sincerely,



Kiarash Mirkia, MD

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

BEFORE THE BOARD OF MEDICAL EXAMINERS  
OF THE STATE OF NEVADA

\* \* \* \* \*

In the Matter of Charges and Complaint  
Against:  
KIARASH L. MIRKIA, M.D.,  
Respondent.

Case No. 20-32904-1

FILED

NOV 30 2020

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

COMPLAINT

The Investigative Committee (IC)<sup>1</sup> of the Nevada State Board of Medical Examiners (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel and attorney for the IC, having a reasonable basis to believe that Kiarash L. Mirkia, M.D. (Respondent), violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and the Nevada Administrative Code (NAC) Chapter 630 (collectively Medical Practice Act), hereby issues its Complaint (Complaint), stating the IC's charges and allegations as follows:

1. Respondent was at all times relevant to this Complaint a licensed medical doctor holding an active license to practice medicine in the State of Nevada (License No. 12548). Respondent was originally licensed by the Board on December 1, 2007.

2. Patient A was a sixty-four (64) year-old female at the time of the incidents in question. Her name is not disclosed in this Complaint to protect her identity, but is disclosed in the Patient Designation contemporaneously served on Respondent with a copy of this Complaint.

3. Patient A had a history of diabetes and hypertension, and was diagnosed with a pancreatic head tumor abutting the portal vein. She had undergone a laparoscopic cholecystectomy and later endoscopic retrograde cholangio-pancreatography at Mountain View Hospital, at which time a stent was placed in her common bile duct. Patient A's primary care physician referred her to Respondent for evaluation for possible surgical intervention. Respondent

<sup>1</sup> The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal Complaint was authorized for filing, was composed of Board members Mr. M. Neil Duxbury, Chairman, Aury Nagy, M.D., and Michael C. Edwards, M.D., FACS.

1 saw Patient A in his clinic, Maya Medical Spa, located at 2660 S Rainbow Blvd, Las Vegas, NV  
2 89146, where Respondent determined that she was a candidate for diagnostic laparoscopy and a  
3 possible "Whipple" procedure.

4 4. A Whipple procedure, also known as a pancreaticoduodenectomy, is a highly  
5 complex and advanced surgical operation to remove the head of the pancreas, the first part of the  
6 small intestine (duodenum), the gallbladder and the bile duct.

7 5. On June 12, 2019, Patient A presented to Respondent at Spring Valley Hospital  
8 Medical Center for surgery. Respondent performed a diagnostic laparoscopy, and a Whipple  
9 procedure, and other surgical interventions to address the hemodynamic instability and  
10 hemorrhagic shock that resulted. During the surgery, Respondent was unable to establish  
11 hemostasis, and did not utilize the assistance of a vascular surgeon.

12 6. Following the surgery performed by Respondent, Patient A died on June 12, 2019,  
13 of hemorrhagic shock.

14 7. On June 13, 2019, Respondent's privileges and Medical Staff membership were  
15 summarily suspended at Spring Valley Hospital Medical Center.

16 **COUNT I**

17 **NRS 630.301(4) (Malpractice)**

18 8. All of the allegations contained in the above paragraphs are hereby incorporated by  
19 reference as though fully set forth herein.

20 9. NRS 630.301(4) provides that malpractice is grounds for disciplinary action against  
21 a licensee.

22 10. NAC 630.040 defines malpractice, for the purposes of NRS Chapter 630, as the  
23 failure of a physician, in treating a patient, to use the reasonable care, skill, or knowledge  
24 ordinarily used under similar circumstances.

25 11. Respondent failed to use the reasonable care, skill and knowledge ordinarily used  
26 under similar circumstances, including but not limited to the conduct described herein, when he  
27 performed a Whipple procedure on Patient A unskillfully, in which said conduct caused Patient  
28 A's death.

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12. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

**WHEREFORE**, the IC prays:

1. That the Board give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;

2. That the Board set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);

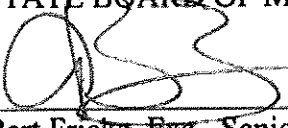
3. That the Board determine what sanctions to impose if it finds and concludes that there has been a violation or violations of the Medical Practice Act committed by Respondent;

4. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, to include sanctions to be imposed; and

5. That the Board take such other and further action as may be just and proper in these premises.

Dated this 30 day of November, 2020.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
Aaron Bart Fricke, Esq., Senior Deputy General Counsel  
Attorney for the Investigative Committee

1 VERIFICATION

2 STATE OF NEVADA )  
3 ) : ss.  
4 COUNTY OF WASHOE )

5 Mr. M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of  
6 perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of  
7 Medical Examiners that authorized the Complaint against the Respondent herein; that he has read  
8 the foregoing Complaint; and that based upon information discovered in the course of the  
9 investigation into a complaint against Respondent, he believes that the allegations and charges in  
10 the foregoing Complaint against Respondent are true, accurate and correct.

11 DATED this 30<sup>th</sup> day of November, 2020.

12 INVESTIGATIVE COMMITTEE OF THE  
13 NEVADA STATE BOARD OF MEDICAL EXAMINERS

14 *M. Neil Duxbury*

15 By: \_\_\_\_\_  
16 M. Neil Duxbury, Chairman

1                                   **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2                                   **OF THE STATE OF NEVADA**

3                                   \* \* \* \* \*

4 **In the Matter of Charges and Complaint**

Case No. 20-32904-1

5 **Against**

**FILED**

6 **KIARASH L. MIRKIA, M.D.,**

**DEC - 4 2020**

7                                   **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: 

8  
9                                   **SETTLEMENT AGREEMENT**

10                                  The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
11 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel for the Board  
12 and attorney for the IC, and Kiarash L. Mirkia, M.D. (Respondent), a licensed physician in  
13 Nevada, assisted by his attorney, Keith Weaver, Esq., of the law firm of Lewis Brisbois  
14 Bisgaard & Smith, LLP, hereby enter into this Settlement Agreement (Agreement) based on the  
15 following:<sup>1</sup>

16 **A.     BACKGROUND**

17                                  1.     Respondent is a medical doctor currently licensed in inactive status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally  
20 issued on December 1, 2007 (License No. 12548).

21                                  2.     On November 3, 2020, in Case No. 20-32904-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice.

24                                  3.     By reason of the foregoing, Respondent is subject to discipline by the Board as  
25 provided in NRS 630.352.

26  
27                                  <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of these matters and  
28 any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,  
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another  
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or  
federal court proceeding, or any credentialing or privileges matter.

1           4.       Respondent was properly served with a copy of the Complaint, has reviewed and  
2 understands the Complaint, and has had the opportunity to consult with competent counsel  
3 concerning the nature and significance of the Complaint.

4           5.       Respondent is hereby advised of his rights regarding these administrative matters, and  
5 of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has  
6 certain rights in these administrative matters as set out by the United States Constitution, the Nevada  
7 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in  
8 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in  
9 NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the  
10 Complaint, the right to representation by counsel, at his own expense, in the preparation and  
11 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against  
12 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of  
13 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

14           6.       Respondent understands that, under the Board's charge to protect the public by  
15 regulating the practice of medicine, the Board may take disciplinary action against Respondent's  
16 license, including license probation, license suspension, license revocation and imposition of  
17 administrative fines, as well as any other reasonable requirement or limitation, if the Board  
18 concludes that Respondent violated one or more provisions of the Medical Practice Act.

19           7.       Respondent understands and agrees that this Agreement, by and between  
20 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
21 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
22 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
23 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
24 Respondent further understands and agrees that if the Board approves this Agreement, then the  
25 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

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1 **B. TERMS & CONDITIONS**

2 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
3 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
4 conditions:

5 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a  
6 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
7 forth in the Medical Practice Act.

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
9 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters  
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
11 matter materially changes prior to entering into this Agreement and for the duration of this  
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
13 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
14 have a full consultation with and upon the advice of legal counsel.

15 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
16 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection  
17 with these administrative matters. Respondent hereby knowingly, willingly and intelligently  
18 waives all rights arising under the United States Constitution, the Nevada Constitution, the  
19 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him  
20 or that may apply to him in connection with the administrative proceedings resulting from the  
21 Complaint filed in this matter, including defense of the Complaint, adjudication of the allegations  
22 set forth in the Complaint, and imposition of any disciplinary actions or sanctions ordered by the  
23 Board. Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges



1 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have  
2 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
3 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has  
4 evidence, witnesses, expert witness(es) and defenses to the count/claim alleged in the Complaint,  
5 but for the purposes of resolving these matters and for no other purpose, Respondent waives the  
6 presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this  
7 Agreement.

8       **5. Consent to Entry of Order.** In order to resolve the Complaint pending against  
9 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent  
10 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,  
11 the following terms and conditions are hereby agreed upon:

12               a. Respondent admits to Count I of the Complaint, one (1) violation of  
13 NRS 630.301(4), Malpractice.

14               b. Respondent shall be prohibited from performing general surgery in the State of  
15 Nevada until further order of the Board.

16               c. Respondent's license shall be subject to a term of probation for a period of  
17 time not to less than twenty-four (24) months from the date of the Board's acceptance, adoption  
18 and approval of this Agreement (Probationary Period). Respondent must complete the following  
19 terms and conditions and demonstrate completion of or compliance them to the good faith  
20 satisfaction of the Board before the expiration of the Probationary Period, or before Respondent  
21 resumes the practice of medicine in Nevada during this Probationary Period, whichever is first; if  
22 Respondent fails to demonstrate compliance with the terms and conditions of this Agreement  
23 during the Probationary Period, or otherwise violates the terms of this Agreement or the Medical  
24 Practice Act, then the IC shall be authorized to immediately suspend Respondent's license to  
25 practice medicine in Nevada pending an Order To Show Cause Hearing, which hearing will be  
26 duly noticed. Respondent shall complete or comply with the following terms and conditions  
27 during the Probationary Period:

28 ///

1                   i.       Respondent shall pay a fine of three thousand dollars (\$3,000.00)  
2 within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

3                   ii.       Respondent shall pay the costs and expenses incurred in the  
4 investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's  
5 acceptance, adoption and approval of this Agreement, the current amount being seven thousand  
6 three hundred thirty-seven dollars and twenty-eight cents (\$7,337.28), not including any costs that  
7 may be necessary to finalize this Agreement.

8                   iii.       Respondent shall take twenty (20) hours of continuing medical  
9 education (CME) on Medical Ethics and Boundaries within sixty (60) days of the Board's  
10 acceptance, adoption and approval of this Agreement. The aforementioned hours of CME shall be  
11 in addition to any CME requirements that are regularly imposed upon Respondent as a condition  
12 of licensure in the state of Nevada and shall be approved by the Board to meet this requirement  
13 prior to their completion.

14                   iv.       Respondent shall complete a Physician Assessment and  
15 Competency Evaluation (PACE) Program examination of his clinical competency, and a Fitness  
16 For Duty (FFD) examination. The examination shall be conducted pursuant to and in accord with  
17 NRS 630.318. The examination shall be conducted by a provider approved by the Board in  
18 advance of the examination. The examiner shall, within sixty (60) days of the completion of the  
19 examination, render an opinion and report to the Board regarding Respondent's competency and  
20 fitness for duty, noting any concerns or deficiencies and areas of necessary improvement or  
21 recommended treatment. The examination and report shall be performed at Respondent's sole  
22 expense.

23                   v.       During the Probationary Period, Respondent shall not supervise any  
24 Physician Assistant, or collaborate with any Advanced Practice Registered Nurse, in the State of  
25 Nevada.

26                   vi.       Within twenty-four (24) months, or before Respondent resumes the  
27 practice of medicine in Nevada during this Probationary Period, whichever is first, Respondent  
28 shall appear before the Board at a public meeting and demonstrate completion of or compliance

1 with all the terms of this Agreement, at which time, Respondent may submit a Petition for Status  
2 Change to Active in accord with the requirement set forth in NRS 630.255(4)-(5), and petition the  
3 Board to permit Respondent to resume the active practice of medicine, which petition shall be  
4 considered by the Board in good faith.

5 d. This Agreement shall be reported to the appropriate entities and parties as  
6 required by law, including, but not limited to, the National Practitioner Data Bank.

7 e. Respondent shall receive a Public Letter of Reprimand.

8 f. All other claims and allegations arising from the Complaint shall be  
9 dismissed with prejudice.

10 6. Release From Liability. In execution of this Agreement, Respondent understands  
11 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,  
12 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
13 are immune from civil liability for any decision or action taken in good faith in response to  
14 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of  
15 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,  
16 committees, panels, hearing officers, consultants and agents from any and all manner of actions,  
17 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
18 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
19 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
20 or by reason of, this investigation, this Agreement or the administration of the case referenced  
21 herein.

22 7. Procedure for Adoption of Agreement The IC and counsel for the IC shall  
23 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
24 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,  
25 and Respondent hereby waives notice of the same, whether under the United States Constitution,  
26 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the  
27 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC  
28 may communicate directly with the Board staff and the adjudicating members of the Board.

1 Respondent acknowledges that such contacts and communications may be made or  
2 conducted ex parte, without notice or opportunity to be heard on his part until the public Board  
3 meeting where this Agreement is discussed, and that such contacts and communications may  
4 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
5 all information of every nature whatsoever related to these matters. The IC and its counsel agree  
6 that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this  
7 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
8 IC or the IC's counsel.

9 **8. Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
10 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
11 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
12 and any and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

13 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not  
14 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
15 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
16 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
17 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
18 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
19 the Complaint and from participating in disciplinary proceedings against Respondent, including  
20 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
21 such member absent evidence of bad faith.

22 **10. Binding Effect.** If approved by the Board, Respondent understands that this  
23 Agreement is a binding and enforceable contract upon Respondent and the Board.

24 **11. Forum Selection Clause.** The parties agree that in the event either party is  
25 required to seek enforcement of this Agreement in district court, the parties consent to such  
26 jurisdiction and agree that jurisdiction shall be in the Second Judicial District Court, State of  
27 Nevada, Washoe County.

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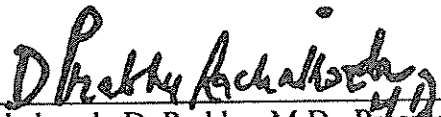
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ORDER

IT IS HEREBY ORDERED, that the foregoing Settlement Agreement (Case No. 20-32904-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of December, 2020, with the final total amount of costs due of seven thousand three hundred thirty-seven dollars and twenty-eight cents (\$7,337.28).

DATED this 4th day of December, 2020.

  
\_\_\_\_\_  
Rachakonda D. Prabhu, M.D., President  
Nevada State Board of Medical Examiners



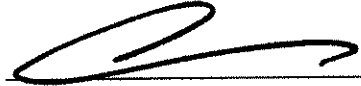
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that he must have a chaperone, who is the same gender as the patient, present at every patient interaction until further order of the Board.

DATED this 21st day of September, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
AURY NAGY, M.D.  
*President of the Board*



APPEARANCES FOR CONSIDERATION OF ACCEPTANCE OF APPLICATIONS FOR LICENSURE

(a) Kiarash L. Mirkia, M.D.

Dr. Mirkia was present with his legal counsel, Nausheen Peters, Esq.

Dr. Muro asked Dr. Mirkia whether he wanted his application to be considered in closed session, with the public being excluded, and he said that he did not.

Dr. Frey stated that Dr. Mirkia was before the Board because he wanted to change his licensure status from "Inactive-Probation" to "Active." He asked Dr. Mirkia to outline the terms of his license probation pursuant to the Settlement Agreement.

Dr. Mirkia explained that in June 2019, he voluntarily moved his license to "Inactive" status, and in December 2020, he entered into the Settlement Agreement with Board. The terms of the Settlement Agreement included 20 hours of CME, a PACE evaluation and payment of fees. He has done the 20 hours of CME, completed the PACE program and was deemed fit for duty, and paid all the fees imposed upon him. Part of the Settlement Agreement was that he not practice surgery for two years, and it has been more than two years now, so he is requesting that the Board approve his request to change his license status to "Active."

Dr. Frey stated the two-year term that was agreed upon actually ends in December 2022.

Ms. Peters stated that the Settlement Agreement was entered into towards the end of 2019. There was a period of time that the Board took to adopt and confirm it, so she would submit that the probationary term of two years ended at the end of 2021.

Dr. Muro stated that the time period commences when the Settlement Agreement is accepted, not when it is submitted, so that would be December 2022.

Dr. Frey said since the probationary term hasn't fully elapsed, an action that day would, in essence, be premature.

Ms. Peters stated she would like to establish for the record the date that is actually entered on the Settlement Agreement in terms of the Board's adoption or ratification of that Agreement, but she would also like to submit that if the Board is inclined to find this meeting is premature, there should be some remedy for a later meeting because she understands these meetings only take place approximately twice a year.

Mr. Cousineau stated the next meeting would be held in December, which will be contemporaneous with the expiration of the 24-month probationary term. He said that Paragraph 5(c) on Page 4 of the Settlement Agreement entered on December 4, 2020, states: "Respondent's license shall be subject to a term of probation for a period of time not less than 24 months from the date of the Board's acceptance, adoption and approval of this Agreement (Probationary Period)." Therefore, he agrees this is something that could be argued is premature, and the potential aspect is the Board may require Dr. Mirkia to return in December.

Ms. Peters asked whether the Board would be willing to extend some type of conditional approval and address the substantive aspects so that as soon as the 24-month period is officially expired, Dr. Mirkia's license can go "Active" at that time.

Mr. Fricke said he wanted to clarify that Dr. Mirkia's petition to lift the probation was contemplated in the Settlement Agreement, pursuant to Paragraph 5(c)(vi) of the Agreement, and was supposed to be done within 24-months, so it is actually timely. Certainly, the probation shall be for no less than 24 months, but it was contemplated that Dr. Mirkia would complete the terms of his probation and petition in advance of the expiration of 24 months. Mr. Fricke said he didn't see any impediment to the Board ruling on it that day, if it wished to, or asking Dr. Mirkia to come back if it would like more time for the expiration of the probation to be in place, but there was nothing unusual about his request.

Dr. Frey stated that Dr. Mirkia holds unrestricted licenses in Arizona, Michigan, New York and Wisconsin, and there is an open investigation in Arizona.

Dr. Mirkia stated he has never practiced in Arizona, and the investigations in Arizona, Michigan, New York and Wisconsin are based on the action taken by the Nevada State Board of Medical Examiners.

Dr. Frey asked Dr. Mirkia to describe the events that were the underlying basis for the Complaint filed against him by the Nevada State Board of Medical Examiners, which resulted in the aforementioned Settlement Agreement, and Dr. Mirkia did so.

Dr. Frey asked what Dr. Mirkia had learned from the complaint filed against him the same year by a patient that was sordid in detail.

Dr. Mirkia said he usually has five or six other people in the room with him, and they all unanimously said there was nothing inappropriate. The initial complaint was dismissed by the judge, they refiled the case, and the case was settled three or four months ago. He said he learned that he needs to be more careful and to have a second person in the room at all times.

Mr. Cousineau said he thought the Board needed to decide whether it was inclined to change Dr. Mirkia's status to "Active" and attach a probationary term up and through, at a minimum, the 24-month time frame. Additionally, if there is a desire to grant Dr. Mirkia's request that day, the Board should potentially contemplate some kind of a condition requiring a chaperone, or some type of monitor, and it sounds as though Dr. Mirkia already recognizes that is a good idea. Since that would be a conditional requirement of the license, he suggested that the Board table the matter to allow Dr. Mirkia to confer with his attorney, after which time the Board will re-call the agenda item.

Upon returning to this agenda item, Dr. Muro asked Dr. Mirkia whether he wanted further consideration of his application to be considered in closed session, with the public being excluded, and he said that he did.

Dr. Nagy moved that the Board go into closed session pursuant to NRS 241.030. Mr. Wade seconded the motion and it passed unanimously.

Upon returning to open session, Ms. Beal moved that the Board grant Dr. Mirkia a change of status to "Active."

The motion failed for lack of a second.

Dr. Spirtos moved that the Board grant Dr. Mirkia a change of status from "Inactive" to "Active" with the condition that he uses a chaperone.

Dr. Muro stated that would be a conditional license.

Ms. Beal seconded the motion.

Discussion ensued regarding whether the Board should restrict Dr. Mirkia from performing robotic surgeries, based upon the PACE recommendation.

A vote was taken on the motion and it passed unanimously.

Dr. Mirkia asked for clarification regarding the gender of the chaperone.

Dr. Muro stated the chaperone is usually the gender of the patient.

Mr. Cousineau stated said this would be memorialized in an Order of the Board.