

**BEFORE THE NEW MEXICO  
BOARD OF OSTEOPATHIC MEDICAL EXAMINERS**

**IN THE MATTER OF:** )  
 )  
**DEMOSTHENIS KLONIS, D.O.** )  
**LICENSE NO.: A-1319-05** ) **CASE NO.: O-COM-10-22**  
 )  
 )  
**Respondent.** )  
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**SETTLEMENT AGREEMENT**

**WHEREAS**, the New Mexico Board of Osteopathic Medical Examiners (“Board”) received a complaint on August 18, 2010, against Demosthenis Klonis, D.O. (“Respondent”) based on his practice in cardiology; and

**WHEREAS**, on February 21, 2012, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Actions (“NCA”), against licensee, Respondent; and

**WHEREAS**, on August 17, 2012, the NCA was issued and mailed by certified return receipt mail to Respondent and was properly served upon the Respondent by the Board; and

**WHEREAS**, Respondent is willing to resolve this matter in an amicable fashion as required under the Uniform Licensing Act (“ULA”), and without the need for a formal hearing; and

**WHEREAS**, the Board believes that this Settlement Agreement (“Agreement”) is appropriate and in the best interests of both the Board and the Respondent.

**IT IS STIPULATED AND AGREED AS FOLLOWS:**

1. Respondent, at all times material to the allegations set forth in the complaint filed with the Board, was licensed under the Osteopathic Medicine and Surgery Act, NMSA 1978, §§ 61-10-1 through 61-10-22 (“Act”). Respondent did not renew his license in 2014 as he has not practiced as an Osteopath in New Mexico since 2012. Respondent no longer resides in New Mexico and has no further interest in practicing in New Mexico as an osteopath. As the actions described in the NC were alleged violations of the Act by Respondent while licensed in New Mexico, Respondent is still subject to the jurisdiction of the Board. The Board has jurisdiction over the Respondent and the subject matter.

2. While not admitting fault or the allegations as herein explained, Respondent acknowledges that the complaint filed against him raised issues to cause the Board to have concern that Respondent may have performed three invasive procedures on patient KP including cardiac catheterization and implantation of a dual chamber pacemaker without having sufficient clinical indications to diagnose the patient as having sick sinus syndrome. Additionally, there are allegations that Respondent conducted research failing to comply with all research protocols as required by the Handbook for Good Research Practice (“GCP”) and may have violated ethical standards related to medical research. Respondent acknowledges that these allegations were sufficient to cause the Board to have concern that Respondent violated NMSA 1978, § 61-10-15 (C), NMSA 1978, § 61-10-15 (G), Regulation 16.17.6.8 (A) (3) and (A) (6) NMAC

(10/29/2004) and Regulation 16.17.6.8 (B) (1), (B) (4) and (B) (5) NMAC (10/29/2004), as the Board alleged in its NCA issued on August 17, 2012.

3. Respondent has no desire or intention to practice as an Osteopath in New Mexico and hereby agrees that he will not ever seek to renew his license or apply for re-licensure to practice as an Osteopath in New Mexico. By this Agreement, Respondent, in order to avoid the expense of participating in a hearing regarding the allegations in the NCA, acknowledges the Board's concern over the allegations expressed herein, and agrees that his agreement to never seek renewal of his license to practice as an Osteopath in New Mexico is an irrevocable agreement to never practice as an Osteopath in New Mexico with no right to reapply and/or seek reconsideration of his agreement to never practice as an Osteopath in New Mexico and agrees to the other terms set forth in paragraph 5 below to satisfy the concerns of the Board concerning Respondent's practice of invasive cardiology as an Osteopath in New Mexico.

4. The Board shall take no further action against Respondent with respect to the matters claimed above, provided that Respondent complies with the following:

A. Respondent shall never apply for renewal of his license and shall not practice as an osteopath or a cardiologist in New Mexico and shall not reapply to practice as an osteopath or cardiologist in New Mexico.

B. Respondent acknowledges that he is not presently practicing Cardiology or as an Osteopath.

C. Upon the Board's approval of this Agreement as evidenced by the Chair's signature on the Order, Respondent shall reimburse the Board

Fifty-eight Hundred Three and 00/100 Dollars [\$5803.00] for the cost of

hiring experts to review documentation received by the Board and expenses incurred thus far in this matter. This expense reimbursement shall be payable to the Osteopathic Board of Medical Examiners within 120 days of receipt of the signed order. Payment shall be sent by cashier's check or money order to the following address:

Board of Osteopathic Medical Examiners  
Laura Romero Halama  
Compliance Liaison  
Toney Anaya Building  
2550 Cerrillos Road, Second Floor  
Santa Fe, New Mexico 87505

D. Respondent shall be responsible for all costs associated with complying with these terms.

5. **Waivers.** Respondent acknowledges, agrees and stipulate that by signing this agreement he is waiving the following rights as they pertain to the misconduct described herein:

A. Respondent enters into this Agreement voluntarily and waives the right to have these matters heard in the manner described in the ULA, NMSA 1978, §61-1-1 through §61-1-33 (2003), including the right to a full evidentiary hearing on the charges made in the complaint against Respondent, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such a hearing.

B. Respondent waives any and all time limitations set forth in the ULA, including all rights to have this matter heard within the time

frame established by the ULA, in order for the Board to consider this Agreement.

- C. Respondent waives the right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of this Agreement.
- D. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.

6. Respondent acknowledges that the Board has the statutory, administrative and regulatory authority and thereby jurisdiction to investigate and adjudicate allegations of professional misconduct committed pursuant to the Osteopathic Medicine and Surgery Act, NMSA 1978, §§ 61-10-1 through 61-10-22. Upon execution of this Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, file the Notice of Contemplated Actions, and take the actions described herein.

7. Respondent will comply with all federal, state and local laws and all professional guidelines as mandated by the Board and the American Osteopathic Medical Association

8. This Agreement is subject to deliberation and approval by the Board. If the Board rejects this Agreement, the Board may proceed with the hearing as requested by Respondent. If the Board rejects this Agreement, the terms of this Agreement or statements made by the Respondent in support of this Agreement shall **not** be used against Respondent in a subsequent proceeding if such concerns the claims alleged above in this agreement.

9. This Agreement is binding upon the Board and the Respondent when it is signed by Respondent and the attending Order, validating the terms of the Agreement, is signed by the Board Chairperson.

10. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, copies of the documents shall be mailed to Respondent's counsel by Certified Mail. Mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of the agreement. The time limitations for Respondent's compliance with the requirements of this agreement shall commence five days after said mailing by the Board as such date shall be deemed receipt by Respondent of this Agreement and the signed Order.

11. With Respondent's agreement to not seek renewal of his license to practice as an osteopath and a cardiologist in New Mexico, and fulfillment of all terms of this agreement, he shall have no further reporting requirements to the Board. As long as Respondent fulfills all the requirements of this agreement, the Board will consider this matter closed and resolved and will contemplate no further action against Respondent for the conduct alleged in the NCA issued by the Board on August 17, 2012.

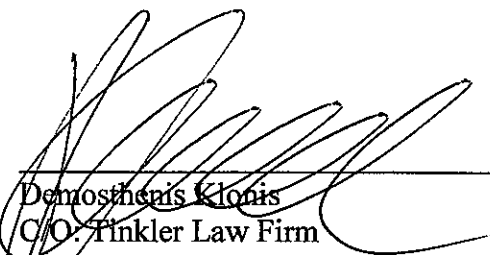
12. This Agreement is a settlement of the specific allegations made in the NCA issued on August 17, 2012. The Board reserves the right to initiate proceedings for any other violations of the Osteopathic Medicine and Surgery Act and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that the action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

13. Respondent understands, acknowledges and stipulates that any violation(s) of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be a separate and independent ground for disciplinary action by the Board against Respondent and shall constitute unprofessional conduct in a person licensed as an Osteopathic Physician as set forth in NMSA 1978, § 61-10-15 (G). Further, Respondent understands, acknowledges and stipulates that if the Board receives credible information that Respondent has violated any of the terms of this agreement after it has been approved by the Board the Board shall continue to have jurisdiction over Respondent and he may be subject to further investigation and a hearing on the merits a) to be held as soon as possible, and b) to be conducted pursuant to the Uniform Licensing Act. If the Board finds that Respondent has violated this Agreement, the Board may impose a fine, and/or take any other disciplinary action described in the Uniform Licensing Act and/or the Osteopathic Medical and Surgery Act. If the Board finds that Respondent has not violated this Agreement, the matter shall be considered resolved and closed.

14. The complaint and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993 as amended through 2011). Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the Osteopathic Medicine and Surgery Act. This Agreement is reportable to include the National Practitioners Data Bank (“NPDB”) and the Federation of State Medical Boards Disciplinary Data Bank (“FSMBDDDB”).

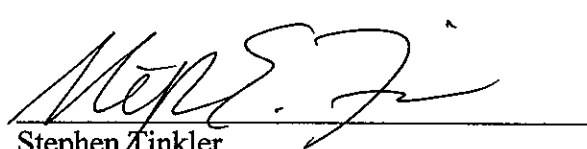
15. Respondent is represented by Mr. Stephen Tinkler, Attorney, and acknowledges that he has had the opportunity to fully discuss with counsel the decision to enter into this agreement.

16. Respondent affirmatively states that he has read this entire document and understands his responsibilities and duties in reference to settlement of this matter. Respondent knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.

  
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Demosthenis Klonis  
C/O Tinkler Law Firm  
309 Johnson St.  
Santa Fe, New Mexico 87501

  
\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
Stephen Tinkler  
TINKLER LAW FIRM  
Counsel for Respondent  
309 Johnson St.  
Santa Fe, New Mexico 87501  
Telephone: (505) 982-8533  
Facsimile: (505) 982-6698  
Email: [set@tinklernm.com](mailto:set@tinklernm.com)



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ORDER

This matter having come before the New Mexico Board of Osteopathic Medical Examiners on May 1, 2015 and with a quorum being present and a majority voting for the action designated below, the Settlement Agreement presented and made an integral part of this order is:

[X] Accepted

[ ] Rejected

William R. Barkman, D.O.

Dr. William Barkman, Vice Chair
New Mexico Board of Osteopathic Medical Examiners
P.O. Box 25101
Santa Fe, NM 87505
(505)476-4622

May 7, 2015
Date