


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

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4) **Case No. 11-11846-1**
5) **FILED**
6) **JUN 13 2011**
7) **NEVADA STATE BOARD OF**
8) **MEDICAL EXAMINERS**
9) By: 

10 **Respondent.**

11 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

12 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of
13 the Nevada State Board of Medical Examiners (the Board) composed at the time filing of the
14 formal complaint was approved of Charles N. Held, M.D., Theodore B. Berndt, M.D. and
15 Ms. Valerie Clark, BSN, RHU, LUTCF, by and through counsel, Lyn E. Beggs, Esq., and
16 Tudor Jianu,, M.D. (Respondent), by and through his counsel L. Kristopher Rath, Esq., as follows:

17 **WHEREAS**, on March 10, 2011, the Board's IC filed a Complaint in the above referenced
18 matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the
19 Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of malpractice
20 as defined by NAC 630.040, a violation of NRS 630.301(4) and one count of failure to maintain
21 timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care
22 of a patient, a violation of NRS 630.30602(1); and

23 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands
24 it, and has consulted with competent counsel L. Kristopher Rath, Esq., concerning the nature and
25 significance of the Complaint and is fully advised concerning his rights and defenses to the
26 Complaint as well as the possible sanctions that may be imposed if the Board finds and concludes
27 that he has engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act
28 and after due consideration concedes, for purposes of this agreement, that his conduct violated the
Medical Practice Act malpractice as set forth in count I of the Complaint; and

1 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by
2 and between himself and the Board's Investigative Committee, and not with the Board, but that the
3 Investigative Committee will present this Agreement to the Board for consideration in open
4 session at a Board meeting, appropriately noticed, and that the Investigative Committee shall
5 advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
6 own discretion whether or not to approve this Agreement; and

7 **WHEREAS**, Respondent and the Investigative Committee each understand and agree that
8 if the Board approves the terms, covenants and conditions of this Agreement, then the terms,
9 covenants and conditions enumerated below shall be binding and enforceable upon Respondent
10 and the Board's Investigative Committee; and

11 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought
12 against Respondent by the Board's Investigative Committee in said matter, Respondent and the
13 Investigative Committee hereby agree to the following terms, covenants and conditions:

14 1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
15 proceedings pending against him without any further costs and expense of providing a defense to
16 the Complaint or to any amended complaints, Respondent hereby agrees that an order may be
17 entered herein by the Board finding that Respondent engaged in conduct that is grounds for
18 discipline pursuant to the Medical Practice Act as set forth in count I of the Complaint, and
19 ordering that Respondent be issued a public reprimand (the language of said public reprimand is
20 attached hereto as Exhibit 1). Respondent shall be ordered to complete six hours, AMA category 1
21 continuing medical education (CME) regarding the avoidance, recognition and/or treatment of
22 medication allergies within twelve (12) months of the acceptance of this Agreement. Said CME
23 shall be in addition to any CME credits required to maintain licensure and shall be preapproved by
24 the chair of the investigative committee. Furthermore, Respondent shall be ordered to reimburse
25 the Board the reasonable costs and expenses incurred in the investigation and prosecution of this
26 case, the current amount being \$2,003.07. The costs and fines shall be paid to the Nevada State
27 Board of Medical Examiners within ninety (90) days of the acceptance of this Agreement by the
28 Board. Furthermore, Count II shall be dismissed.

1 2. **Jurisdiction.** Respondent was at all times mentioned in the Complaint filed in the
2 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada
3 subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the
4 Medical Practice Act (NRS 630), and to impose sanctions as provided by the Act.

5 3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this
6 Agreement knowingly, willingly, and intelligently and with the advice of the above identified
7 counsel. In connection with this Agreement, and the terms, covenants and conditions contained
8 herein, Respondent knowingly, willingly and intelligently, waives all rights arising under or
9 pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter
10 630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent
11 in connection with the proceeding regarding the Complaint filed herein, the defense of said
12 Complaint and the adjudication of the charges in said Complaint, and Respondent further agrees
13 that the matter of the disciplinary action commenced by the filing of the complaint herein may be
14 settled and resolved in accordance with this Agreement without a hearing or any further
15 proceeding, and without the right to judicial review. In the event this Agreement is not approved by
16 the Board, this Agreement shall have no force and effect and Respondent shall have all rights
17 arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada,
18 NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply
19 to Respondent in connection with the proceeding on the complaint filed herein.

20 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
21 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent
22 violated one or more provisions of the Medical Practice Act. All admissions and concessions
23 made by Respondent are solely for final disposition of this matter and any subsequent related
24 administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
25 said admissions by Respondent are not intended or made for any other use, such as in the
26 context of another state or federal government regulatory agency proceeding, state or federal
27 civil or criminal court proceeding, or any other state or federal court. Should the Board not
28 approve this agreement, Respondent reserves the right to fully defend against the allegations in

1 the complaint at a formal hearing. Respondent fully reserves his rights to defend against the
2 allegations in the complaint, should they be raised in any subsequent civil suit to which the
3 Board is not a party.

4 5. **Procedure for Adoption of Agreement.** It is expressly understood that this
5 Agreement will only become effective if the Board approves the recommendation of the
6 Investigative Committee for acceptance. The Investigative Committee and counsel for the
7 Investigative Committee shall recommend approval of the terms, covenants and conditions
8 contained herein by the Board in resolution of the disciplinary proceedings pending herein
9 against Respondent pursuant to the Complaint. In the course of seeking Board approval of this
10 Agreement, counsel for the Investigative Committee may communicate directly with the Board
11 staff and members of the panel of the Board who would adjudicate this case if it were to go to
12 hearing. Respondent covenants and agrees that such contacts and communication may be made
13 or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
14 counsel, until the public Board meeting where this Agreement is discussed, and that such
15 contacts and communications may include, but not be limited to, matters concerning this
16 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in
17 support of the Complaint, and any and all information of every nature whatsoever related to the
18 complaint against Respondent. The Investigative Committee and its counsel agree that
19 Respondent and his counsel may appear at the Board meeting where this Agreement is discussed
20 in order to respond to any and all questions that may be addressed to the Investigative
21 Committee or its counsel at such meeting.

22 6. **Effect of Acceptance of Agreement by Board.** In the event the Board approves
23 the terms, covenants and conditions set out in this Agreement, counsel for the Investigative
24 Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver
25 and Consent Agreement, ordering full compliance with the terms herein and ordering that this
26 case be closed, subject to the provisions in Paragraph 1.

27 7. **Effect of Rejection of Agreement by Board.** In the event the Board does not
28 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be

1 null, void, and of no further force and effect except as to the following covenant and agreement
2 regarding disqualification of adjudicating Board panel members. Respondent agrees that,
3 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
4 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
5 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
6 panel of the Board from considering the charges against Respondent and participating in the
7 disciplinary proceedings in any role, including adjudication of the case, and Respondent further
8 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

9 8. Release From Liability. In execution of this Agreement, the Respondent, for
10 himself, his executors, successors and assigns, hereby releases and forever discharges the state
11 of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
12 employees in their representative capacities, and in their individual capacities absent evidence of
13 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
14 executions, claims and demands whatsoever, known and unknown, in law or equity, that
15 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
16 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
17 action, this settlement or its administration, in connection with the complaint. The Investigative
18 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
19 complaint, with the understanding that the final decision rests with the Board.

20 9. Binding Effect. Respondent covenants and agrees that this Agreement is a
21 binding and enforceable contract upon Respondent and the Board's Investigative Committee,
22 which contract may be enforced in a court or tribunal having jurisdiction.

23 10. Forum Selection Clause. Respondent covenants and agrees that in the event
24 either party is required to seek enforcement of this Agreement in the district court, he consents
25 to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
26 Judicial District Court of the State of Nevada in and for the County of Washoe.

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1 11. Attorneys' Fees and Costs. Respondent covenants and agrees that in the event
2 an action is commenced in the district court to enforce any provision of this Agreement, the
3 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

4 12. Failure to comply with terms. In the event the Board enters its Order approving
5 this Agreement, upon receipt of credible information that Respondent has failed to comply with
6 any term or condition of this Order, the Board shall be authorized to immediately suspend
7 Respondent's license until Respondent complies with the term or condition. Failure to comply
8 with the terms recited herein may result in additional disciplinary action being initiated against
9 Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a).
10 Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal
11 action as determined to be necessary to collect the unpaid fine, fee, or cost.

12 Dated this 19th day of May of 2011.
13 By: Lyn E. Beggs
14 Lyn E. Beggs, Esq.
15 Attorney for the Investigative Committee

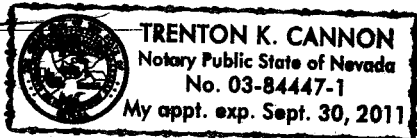
Dated this 17th day of May, 2011.
By: L. Kristopher Rath
L. Kristopher Rath, Esq.
Attorney for Respondent

16 UNDERSTOOD AND AGREED:
17 T. C. Jianu
18 Tudor C. Jianu, M.D., Respondent

19 Dated this 17 day of MAY, 2011.
20 state of Nevada
21 County of Clark

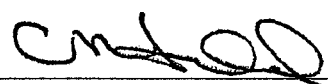
21 Subscribed and sworn to before me
22 this 17th day of May 2011. by Tudor C. Jianu, M.D. //

23 [Signature]
24 _____
25 Notary Public



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IT IS HEREBY ORDERED that the foregoing Stipulated Remediation Agreement, is approved and accepted by the Nevada State Board of Medical Examiners on the 10th day of June 2011, with the final total amount of costs due of \$2,003.07.



Charles N. Held, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS

EXHIBIT 1



Nevada State Board of Medical Examiners

June 13, 2011

Tudor C. Jianu, M.D.
8420 S Eastern Ave #101
Las Vegas, NV 89123

Dr. Jianu:

On June 10, 2011, the Nevada State Board of Medical Examiners (Board) accepted the Settlement, Waiver, and Consent Agreement between you and the Board's Investigative Committee in relation to the formal complaint filed against you in case number 11-11846-1.

In accordance with its acceptance of the Agreement, the Board has entered an Order finding that you committed one violation of the Medical Practice Act: specifically, that your care of the patient at issue constituted a violation of NRS 630.301(4), malpractice as defined by NAC 630.040, when you failed to use the reasonable care skill, or knowledge ordinarily used under circumstances in your care of the patient. The Order calls for you to be publically reprimanded, orders you to complete six hours of continuing medical education and orders you to reimburse the Board the reasonable costs and expenses incurred in the investigation and prosecution of this case, that amount being \$2,003.07.

Accordingly, it is my unpleasant duty as President of the Board to formally and publicly reprimand you for your conduct which has brought professional disrespect upon you and which reflects unfavorably upon the medical profession as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read "CH. HELD", is written over a horizontal line.

Charles N. Held, M.D.
President
Nevada State Board of Medical Examiners

cc: L. Kristopher Rath, Esq.