


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

3 * * * * *

4 **In The Matter of Charges and**) **Case No. 10-11137-1**
5)
6 **Complaint Against**) **FILED**
7) **MAR 14 2011**
8 **QUAN HADUONG, M.D.,**) **NEVADA STATE BOARD OF**
9 **Respondent.**) **MEDICAL EXAMINERS**
By: 

10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of
12 the Nevada State Board of Medical Examiners (the Board) composed of
13 Benjamin J. Rodriguez, M.D, Mr. Van V. Heffner, and Beverly Neyland, M.D. by and through
14 counsel, Lyn E. Beggs, Esq., and Quan Huadong, M.D. (Respondent), by and through his counsel
15 John Cotton, Esq., as follows:

16 **WHEREAS**, on November 10, 2010, the Board's IC filed a Complaint in the above
17 referenced matter charging Respondent with engaging in conduct that is grounds for discipline
18 pursuant to the Medical Practice Act (NRS Chapter 630) to wit: one count of engaging in conduct
19 which violates a regulation adopted by the State Board of Pharmacy, a violation of NRS
20 630.306(2)(c); one count of administering, dispensing or prescribing, a controlled substance in a
21 manner not authorized by law, a violation of NRS 630.306(3); and one count of failure to maintain
22 timely, legible, accurate and complete medical records, a violation of NRS 630.3062(1); and

23 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands
24 it, and has consulted with competent counsel John Cotton, Esq., concerning the nature and
25 significance of the Complaint and Respondent is fully advised concerning his rights and defenses
26 to the complaint as well as the possible sanctions that may be imposed if the Board finds and
27 concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical

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1 Practice Act and after due consideration and consultation with his counsel concedes that he
2 engaged in the conduct as alleged in counts I, II and III of the Complaint; and

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

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

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

16 1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
17 proceedings pending against him without any further costs and expense of providing a defense to
18 the Complaint or to any amended complaint, Respondent hereby agrees that an order may be
19 entered herein by the Board finding that Respondent engaged in conduct that is grounds for
20 discipline pursuant to the Medical Practice Act to wit: one count of engaging in conduct which
21 violates a regulation adopted by the State Board of Pharmacy, a violation of NRS 630.306(2)(c), as
22 set forth in count I of the Complaint; one count of administering, dispensing or prescribing, a
23 controlled substance in a manner not authorized by law, a violation of NRS 630.306(3), as set forth
24 in count II of the Complaint; and one count of failure to maintain timely, legible, accurate and
25 complete medical records, a violation of NRS 630.3062(1), as set forth in count III of the
26 Complaint and ordering that Respondent be issued a public reprimand. It shall be further order that
27 Respondent shall be fined \$2,000 per count for a total of \$6,000. Furthermore, Respondent shall be
28 ordered to reimburse the Board the reasonable costs and expenses incurred in the investigation and

1 prosecution of this case, the current amount being \$874.19. The costs and fines shall be paid to
2 the Nevada State Board of Medical Examiners within six months of the acceptance of this
3 Agreement by the Board.

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

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

23 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
24 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent
25 violated one or more provisions of the Medical Practice Act.

26 5. **Procedure for Adoption of Agreement.** It is expressly understood that this
27 Agreement will only become effective if the Board approves the recommendation of the
28 Investigative Committee for acceptance. The Investigative Committee and counsel for the

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

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

21 7. **Effect of Rejection of Agreement by Board.** In the event the Board does not
22 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be
23 null, void, and of no further force and effect except as to the following covenant and agreement
24 regarding disqualification of adjudicating Board panel members. Respondent agrees that,
25 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
26 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
27 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
28 panel of the Board from considering the charges against Respondent and participating in the

1 disciplinary proceedings in any role, including adjudication of the case, and Respondent further
2 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

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

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

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


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

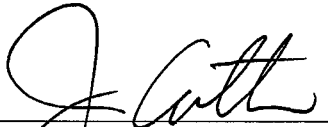
24 12. **Failure to comply with terms.** In the event the Board enters its Order approving
25 this Agreement, upon receipt of credible information that Respondent has failed to comply with
26 any term or condition of this Order, the Board shall be authorized to immediately suspend
27 Respondent's license until Respondent complies with the term or condition. Failure to comply
28 with the terms recited herein may result in additional disciplinary action being initiated against

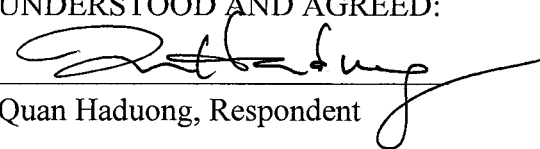
1 Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a).
2 Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal
3 action as determined to be necessary to collect the unpaid fine, fee, or cost.

4 Dated this 16th day of December 2010.

Dated this 8th day of December, 2010.

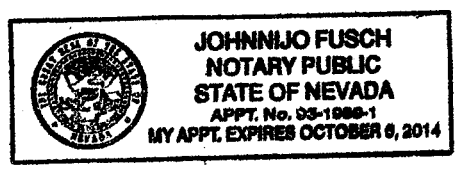
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6 By: 
7 Lyn E. Beggs, Esq.
8 Attorney for the Investigative Committee

By: 
John Cotton, Esq.
Attorney for Respondent

9 UNDERSTOOD AND AGREED:
10 
11 Quan Haduong, Respondent

12 Dated this 14th day of December, 2010.

13 Subscribed and sworn to before me
14 this 14th day of December 2010.




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17 Notary Public

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IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 11th day of March 2011, with the final total amount of costs due of \$874.19.



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