BEFORE THE BOARD OF PHARMACY
OF THE STATE OF NEW MEXICO

10/26/16

IN THE MATTER OF:

Lauren Thomas **Case No. 2015-085**
License No.: PT -9499

Respondent.

SETTLEMENT AGREEMENT

WHEREAS on December 13, 2015 , the New Mexico Board of Pharmacy ("Board") considered a complaint against Lauren Thomas ("Respondent") regarding Respondent's having worked as a pharmacy technician without a valid Pharmacy Technician certification ; and

WHEREAS, on January 25, 2016 , the Board found sufficient reason to vote to issue a Notice of Contemplated Action ("NCA"), as required pursuant to the Uniform Licensing Act, § 61-1-1 et seq., NMSA 1978 ("ULA");

WHEREAS, Respondent is willing to resolve these matters in an amicable fashion and without issuance of the NCA and without need of a formal hearing; and,

WHEREAS, the Board believes that this Stipulated Agreement ("Agreement") is appropriate and in the best interests of both the Board and Respondent,

IT IS STIPULATED AND AGREED AS FOLLOWS:

1. **Jurisdiction.** Respondent is a Registered Pharmacy Technician and, as such, is subject to the jurisdiction of the Board.

2. **Violations:** Respondent admits to having performed technician duties without having passed the certification test within one year of registration

3. **Discipline**: This Agreement constitutes disciplinary action by the Board against Respondent.

4. The Board shall take no further action against Respondent with respect to the matters alleged in the referral related to Case number 2015-085, provided that Respondent complies completely with the following:

A. Respondent shall pay a fine of five hundred dollars ($500.00) within ninety (90) days of receipt of the Board's order indicating the Board's approval of this Agreement.

5. **Waivers**: Respondent acknowledges, agrees and stipulates to the following waivers:

A. Respondent waives any and all time limitations set forth in the Uniform Licensing Act (ULA), §§ 61-1-1 through 61-1-33, NMSA 1978, as amended, including all rights to have this matter heard within the time frame established in the ULA.

B. Respondent enters into this Agreement voluntarily and waives Respondent's right to have these matters heard in the manner described in the ULA, 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 hearing.

C. Respondent waives any right to assert a claim of bias or move to excuse any Board member from the Board member's consideration of this Agreement.

D. Respondent's waiver of these rights 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 by nonresident pharmacies. Upon execution of this Agreement,

Respondent releases the Board from any and all claims potentially arising out of the Board's decision to investigate the complaint and take the actions described herein.

7. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed to formal hearing based on the complaint and the issuance of a Notice of Contemplated Action. 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 concerning the matter resolved by this Settlement Agreement.

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

9. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this agreement, copies of both documents shall be mailed to Respondent by Certified Mail. Such mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of this 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.

10. Upon fulfillment of the above requirements the Board shall consider this matter closed and resolved and will contemplate no further action against Respondent for the conduct made the subject matter of this Agreement as long as all provisions of this agreement are completed in full by Respondent. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar or other misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed through this Agreement

and the accompanying Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

11. This Agreement is a settlement of New Mexico Board of Pharmacy Case Number 2015-085, and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Pharmacy Act, the Controlled Substances Act and/or the Rules and Regulations of the Board adopted by the Board pursuant to that Act, the Controlled Substances Act and/or the ULA. Respondent understands and acknowledges that Respondent's action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

12. Respondent understands, acknowledges and stipulates that any violations of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent and, at the discretion of the Board, shall constitute a violation of the Pharmacy Act. In the event Respondent fails to comply with any provisions of this Agreement, an Order to Show Cause shall be filed as to why the Board should not find the Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal including but not limited to revocation, suspension or denial of Respondent's license, restrictions on its scope of practice, imposition of fees, penalties and costs and/or any other disciplinary action authorized pursuant to the Pharmacy Act and/or the Uniform Licensing Act.

13. The complaint, this Settlement Agreement and the attending Order are public records within the meaning of the Inspection of Public Records Act, § 14-2-6(E) NMSA 1978, as amended. Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the Pharmacy Act and the Controlled Substances Act. This Agreement is a public record open to inspection by the public. This Agreement constitutes disciplinary action

against Respondent by the Board and is reportable to the Healthcare Integrity and Protection Data Bank. This matter may be reported on the Board's website.

14. Respondent acknowledges that Respondent has the right to be represented by an attorney and to have the opportunity to have counsel of Respondent's choice review this Agreement.

15. Respondent affirmatively states that Respondent has read this entire document and understands Respondent's responsibilities and duties in reference to settlement of this matter. Respondent agrees and stipulates to all of the terms of this agreement. 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.

Lauren Thomas — 8-22-16

Lauren Thomas — Date

Susan Sullivan — 8-29-16

Susan Sullivan , Assistant Attorney General — Date

as to form

Richard Mazzoni - Chairman — 10/21/16

Richard Mazzoni - Chairman — Date

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