

BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS
OF THE STATE OF NEW MEXICO

In The Matter Of:

Rick Q Wilson,
Lic. No. 1035,

Case No. PSY-19-13-COM
Case No. PSY-17-14.1-COM

Respondent.

SETTLEMENT AGREEMENT

Whereas, Dr. Rick Wilson, (“Respondent”) is licensed in New Mexico under the Professional Psychologist Act, Section 61-9-1 *et seq*, NMSA 1978, (“the Act”), and is subject to the jurisdiction of the New Mexico Board of Psychologist Examiners (“Board”); and

Whereas, the Board has received formal complaints alleging that Respondent has violated the Act; and

Whereas, the Board found sufficient evidence to refer the matter to its administrative prosecutor and request that two Notices of Contemplated Action (“NCAs”) be issued against Respondent; and

Whereas, NCAs were issued pursuant to the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017) (“ULA”), which stated that the Board had sufficient evidence which, if not rebutted or satisfactorily explained, would justify the Board taking disciplinary action against Respondent up to and including license revocation; and

Whereas, Respondent is willing to resolve the NCAs, without the need for, and time and expense of, a formal hearing being conducted; and

Whereas, Respondent is willing to resolve other complaints regarding his prescribing practices amicably and without the issuance of NCAs as required under the Uniform Licensing Act and without a hearing; and

Whereas, the Board’s administrative prosecutor has reviewed this proposed Settlement Agreement (the “Agreement”) and advises that she takes no position on it and does not object to its consideration by the Board; and

Whereas, the Board believes that this Agreement is appropriate and in the best interest of both the Board and Respondent.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Jurisdiction: Respondent is licensed by the Board or otherwise subject to the Act and jurisdiction of the Board.
2. Voluntary Agreement: Respondent enters into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondent understands that if he rejects this Agreement the Board may issue future NCAs on the complaints and may conduct formal evidentiary hearings on any NCAs, which could result in the Board imposing discipline that is more severe or less severe than the sanctions imposed herein.
3. Board Approval: This Agreement requires Board approval. If the Board rejects this Agreement, the Board may proceed with full evidentiary hearings on dates scheduled by the Board in a subsequent notice. If the Board rejects this Agreement, the terms of this Agreement or statements made by Respondent in support of this Agreement shall not be used against Respondent in a subsequent hearing. The approval shall be effective the date this Agreement is signed by the Board or its designee.
4. Waivers: If this Agreement is accepted by the Board, Respondent acknowledges and agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017), including but not limited to the right to an evidentiary hearing, the right to discovery, the right to present evidence, the right to call and cross examine witnesses, and the right to judicial review or any other opportunity to contest the validity of the Board order in any other proceeding or forum.
5. Violations: The Board makes no determination as to the violations alleged. Respondent denies the violations alleged, but admits that the general nature of the evidence underlying each of the alleged violation as set forth in the NCAs could result in a finding of violations of the provisions of the statutes and regulations set forth in the NCAs.
6. Sanctions and Conditions: In order to resolve the NCAs and any related complaints regarding Respondent's prescribing practices (particularly regarding the prescription of benzodiazepines, often in conjunction with zolpidem), Respondent agrees to the following:
 - a. Respondent will voluntarily relinquish his prescription certificate (PSY-RXP0031), which is not set to expire until 7/21/2022, such that Respondent will cease to be a prescribing psychologist under NMSA 1978, Section 61-9-3, and will have no prescriptive authority; and
 - b. Respondent will voluntarily relinquish his controlled substance license (CS00217124) through the New Mexico Board of Pharmacy, which is not set to expire until 2/9/2020; and
 - c. Respondent will voluntarily relinquish his DEA license (MW2518326), renewed in 2020; and


- d. Respondent will refer patients currently receiving prescription medications to clinicians licensed to prescribe medications.
7. Reportable Discipline: Respondent understands that this Agreement shall constitute formal disciplinary action by the Board. As such, the Board will report the action to the applicable professional licensing national database, if any.
8. Non-Compliance: Respondent understands and agrees that failure to comply with the terms of this Agreement will result in further Board action. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance by Board staff. Upon the filing of a Notice of Non-Compliance, the matter shall be scheduled for the next public meeting of the Board, at which time the Board shall hear from Board staff regarding the alleged non-compliance. Respondent shall have the opportunity to address the allegations or offer any other relevant argument or evidence regarding the reasons for non-compliance. Such argument or evidence may be provided in writing prior to the meeting or in person at the Board meeting. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondent's alleged failure to comply with the Agreement. Upon finding such violation occurred, the Board may suspend Respondent's license(s), provided that this suspension may only remain in effect until such time as the Respondent has complied with the terms of this agreement, or take other enforcement action as permitted by law. If Respondent's non-compliance constitute acts that are prohibited under the Board's statute or rules, the Board may also initiate a new disciplinary action and refer that matter for administrative prosecution.
9. Contact Information: Respondent shall notify the Board within ten (10) calendar days if there is a change in employment or home address during the term of discipline or prior to completion of any conditions stated herein.
10. Public Record: This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the New Mexico Inspection of Public Records Act ("IPRA"), NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2018). The Board may also publish this Agreement or a summary of the Agreement to the public, which may include posting to the Board's website.
11. Full Compliance and Final Disposition: Upon Respondent's satisfactory completion of the terms of this agreement, the cases and complaints regarding his prescribing practices will be deemed closed for administrative purposes without the filing of an order or official vote of the Board. However, this matter may still constitute disciplinary action as provided herein for purposes of Respondent's record with the Board.
12. This Settlement Agreement has resolved the need for any further proceedings and therefore, there are no costs for which Respondent will be responsible.

I understand and have read this document and hereby agree to the terms of this Agreement freely and voluntarily. I understand that by entering into this Agreement I am giving up my rights under the Uniform Licensing Act, including my right to an evidentiary hearing on the merits of the alleged violations.

I understand that if the Board accepts this Agreement, I am required to comply with the terms stated herein, and that failure to comply with the Agreement may subject me to further discipline, including temporary suspension of my license(s).

/s/ Rick Wilson
Dr. Rick Wilson

12/11/2020
Date


Alex Walker, Attorney for Respondent

12/11/2020
Date

/s/ David Berlin
David Berlin, Attorney for Respondent

12/11/2020
Date

Submitted by:


/s/ Alex Walker
Alex C. Walker
Modrall Law Firm
Attorney for Respondent
(505) 848-1861
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ORDER

This document is not valid unless it is accepted by vote of the Board. Having come before the Board during a properly scheduled public meeting, with a quorum present and majority voting in the affirmative, this Agreement is:

 X ACCEPTED

IT IS SO ORDERED.


Dr. Kenneth Gilman, Chair
New Mexico Board of Psychologist Examiners

12/30/2020
Date