

**BEFORE THE BOARD OF PHARMACY  
OF THE STATE OF NEW MEXICO**

1/31/17

**IN THE MATTER OF:**

**Martin Salas  
License No.: RP # 5599**

**Case No. 2016- 018**

**Respondent.**

---

**SETTLEMENT AGREEMENT**

The New Mexico Board of Pharmacy ("Board") and Martin Salas ("Respondent") have agreed to resolve all matters related to the above referenced case pending before the Board without issuance of an NCA as required under the ULA and without need for a formal hearing.

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

1. **Jurisdiction.** Respondent is a licensed pharmacist pursuant to the New Mexico Pharmacy Act, §§ 61-11-1 to 61-11-29, NMSA 1978, and is therefore subject to the jurisdiction of the Board.
2. **Violations:** Respondent acknowledges that he has been provided with a copy of the complaint, and admits to the allegations contained within the complaint specifically including that on or about July 2015, he transferred a controlled substance without the proper form. Respondent acknowledges that this conduct constitutes sufficient grounds for discipline under § 61-11-20 NMSA 1978.

Respondent acknowledges that this conduct constitutes sufficient grounds for discipline under § 61-11-20 NMSA 1978.

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 complaint , provided that Respondent complies completely with the following:

A. Respondent shall pay a fine in the amount of one thousand dollars (\$1,000.00) ) and seven hundred (\$700.00) for cost of the Board's investigation, for a total of one thousand seven hundred (\$1,700.00), within thirty (90) days of receipt of the signed approved Agreement.

B. Respondent shall take and pass MPJE within 18 months of this agreement and shall provide the board with documentation of having completed such course upon completion. .

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 the right to have these matters heard in the manner described in the ULA, including the right to a full evidentiary hearing, 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 authority to investigate and adjudicate allegations of professional misconduct committed by pharmacists. Upon execution of this Agreement, Respondent releases the Board from any and all claims potentially arising out of the Board's decision to investigate 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 issuance of a Notice of Contemplated Action. 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 proceeding concerning the matter resolved by this Settlement Agreement.

8. This Agreement is binding upon the Board and the Respondent upon the date of the last signature.

9. Upon the Board Chairperson affixing his signature to 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.

10. Upon fulfillment of the above requirements the Board shall consider matter #2016-018 closed and resolved and will contemplate no further action against Respondent's license 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 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 2016-018 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.

12. 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.

13. Respondent stipulates that any violations of this Agreement and/or failure to comply with the terms of this Agreement shall be separate and independent grounds for discipline. Should, Respondent fail to comply with any provisions of this Agreement, an Order to Show Cause may 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.

14. This Settlement Agreement is a public record within the meaning of the Inspection of Public Records Act, § 14-2-6(E) NMSA 1978. Other 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 reportable to the NPDB. This matter may be published on the Board's website.

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.



Martin Salas

10/25/16

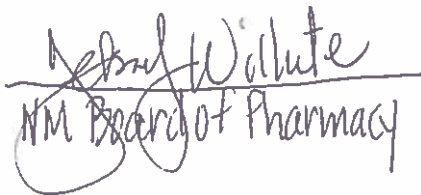
Date



Richard Mazzoni, Chairman  
On behalf of Pharmacy Board

1/31/17

Date



NM Board of Pharmacy

7010 0290 0000 2545 0542

2/10/17