

**BEFORE THE BOARD OF PHYSICAL THERAPY  
FOR THE STATE OF NEW MEXICO**

**IN THE MATTER OF:**

**Case No. PT-19-02-COM**

**BRIDGET SANDERS**

**License No. PTA0681**

**Respondent.**

**SETTLEMENT AGREEMENT**

Whereas, Bridget Sanders (“Respondent”) is licensed in New Mexico under the Physical Therapy Act (“the Act”), and is subject to the jurisdiction of the New Mexico Physical Therapy Board (“Board”); and

Whereas, the Board received a formal complaint 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 a Notice of Contemplated Action (“NCA”) be issued against Respondent; and

Whereas, the parties are willing to resolve this matter without the need for the issuance of a Notice of Contemplated Action or the time and expense of a formal hearing conducted; and

Whereas, the Board’s administrative prosecutor believes that this proposed Settlement Agreement (the “Agreement”) is appropriate and in the best interest of the Board:

**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 she rejects this agreement the Board will conduct a formal evidentiary hearing 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 a full evidentiary hearing on a date 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 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.
5. Violations: Respondent admits to the following violation(s) of the Act or Board's rules:
  - a. § 61-12D-13 NMSA 1978:
    - (L) Failing to adhere to the recognized standards of ethics of the physical therapy profession; and
    - (S) Failing to maintain patient confidentiality.
  - b. 16.20.1.14(A), (C), and (D) NMAC, Code of Ethics.
    - A. Physical therapists and physical therapist assistants will honor the significance of patients and their families' needs, rights, and dignity. When addressing patients' needs, rights, and dignity, all will be adhered to with confidentiality and compassion.
    - C. Physical therapists and physical therapist assistants should avoid conflicts of interest that would impact negatively on a patient's care.
    - D. Physical therapists and physical therapist assistants will have integrity in all dealings with patients and others associated with their care.
6. Sanctions and Conditions: Respondent agrees to the following disciplinary sanctions and conditions:
  - a. Continuing Education: Respondent shall successfully complete a total of ten (10) contact hours in the continuing education course(s) listed below. Respondent shall obtain prior written approval (email confirmation of such approval is sufficient) for the course(s) from the Board administrator or designee before taking any course. The course(s) shall not be credited toward any other continuing education requirements for Respondent's licensure and Respondent is responsible for any associated costs. Respondent shall submit evidence of the successful completion of the courses by February 1, 2021 or if the Board has not approved the agreement before that date, within thirty (30) days from the date this Agreement is accepted by the Board. The required courses may be online and must address the topics below:
    - i. Ethics in regard to conflicts of interest and boundaries in relationships
    - ii. Ethics for Physical Therapists
  - b. Fine: Respondent agrees to pay a fine of one thousand (\$1,000.00) dollars to the Board within six (6) months from the date this Agreement is accepted by the Board, in the manner specified by the Board administrator or designee.

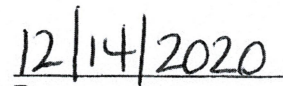


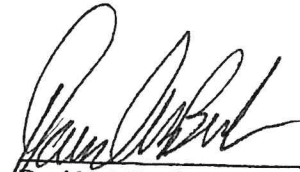
- c. Respondent shall notify the Board, in writing, of any and all name, address, phone, and/or e-mail address changes within ten (10) days of the change until she has satisfactorily complied with the conditions in subparagraphs 7(a) and (b).
7. Reportable Discipline: Respondent understands that this Agreement constitutes formal disciplinary action by the Board and that the above violation will be reported to the National Practitioner Data Bank ("NPDB"), pursuant to § 61-12D-5(K), NMSA 1978.
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 case 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.

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).

  
Bridget Sanders, Respondent

  
Date

  
\_\_\_\_\_  
David M. Berlin, Respondent's Attorney

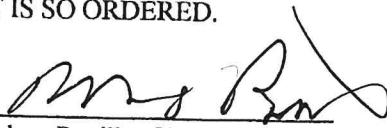
12/16/2020  
Date

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:

ACCEPTED

IT IS SO ORDERED.

  
\_\_\_\_\_  
Robert Pattillo, Chair  
Physical Therapy Board

12-16-2020  
Date