

**State of New Hampshire
Board of Pharmacy
Concord, New Hampshire**

In the Matter of:
Ursula Cieplik, R.Ph.
License No. R2329
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of pharmacy, the New Hampshire Board of Pharmacy (“Board”) and Ursula E. Cieplik, R.PH. (“Ms. Cieplik” or “Respondent”), a pharmacist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 318:29, I; 318:30; and 318:31, and Pharmacy Administrative Rule (“Ph”) 204, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by pharmacists. Pursuant to RSA 318:30, VII, 318:31, IV and Ph 204.15, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice pharmacy in the State of New Hampshire on April 5, 2012. Respondent holds license number R2329.
3. On June 24, 2016, the Board received information alleging that Respondent had diverted a controlled substance from her employer.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s alleged diversion.

5. On July 11, 2016, Respondent signed a Preliminary Agreement Not to Practice as a Pharmacist until further order of the Board.
6. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 318:29, I, by the following facts:
 - A. Starting around January 2016, Respondent started experiencing health problems that made it difficult for her to work at her position given the demanding nature of her work and long hours that were required.
 - B. Respondent sought treatment from her primary care provider for her health problems. However, the treatment provided by her primary care provider was insufficient to address all her symptoms.
 - C. On more than one occasion, Respondent took tramadol from her employer to self-treat her symptoms. Respondent did not have a prescription for tramadol.
7. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 318:29, II, (c) and (g) as well as RSA 318-B:6..
8. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a pharmacist in the State of New Hampshire.
9. Respondent consents to the Board imposing the following discipline, pursuant to RSA 318:29, IV, and 318:55.
 - A. Respondent is **reprimanded**.

- B. Respondent's license is **suspended** for a period of nine (9) months. Respondent's suspension period shall apply retroactively, beginning on the date Respondent's Preliminary Agreement Not to Practice was signed by Respondent on July 11, 2016.
- C. Respondent's license is **restricted** with regard to the number of hours she may work consecutively. Respondent may not work as a pharmacist for more than twelve (12) hours consecutively and may not work as a pharmacist for at least eight (8) hours following a shift. Respondent may not work as a Pharmacist-in-Charge (PIC) in any pharmacy. After working as a pharmacist for at least one (1) year, Respondent may petition the Board to lift these restrictions. In her petition, Respondent shall have the burden of showing why these restrictions shall be lifted.
- D. Respondent is required to meaningfully participate in four (4) hours of **continuing education** in the areas of ethics. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- E. Respondent is assessed an **administrative fine** in the amount of \$2,000. Of this amount, \$1000 shall be suspended, and thus need not be paid, on the condition that Respondent fully satisfies all other requirements set forth in this *Settlement Agreement*. Respondent shall pay the non-suspended portion of

- this fine shall in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire”, to the Board’s office at 121 South Fruit Street, Concord, New Hampshire 03301.
- F. Respondent has already entered into a monitoring contract with New Hampshire Professional Health Program (“NHPHP”). Respondent shall complete the monitoring contract with NHPHP. After Respondent’s contract with NHPHP has been completed, NHPHP shall continue to conduct random drug screens for an additional three (3) years, with no more than six random drug screens being ordered within a given year.
- G. The Board may consider Respondent’s compliance with the terms and conditions herein and with the recommendations of NHPHP or any other medical providers in any subsequent proceeding before the Board regarding Respondent’s license.
- H. Within ten (10) days of the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a pharmacist or work which requires a degree in pharmacy and/or license to practice pharmacy or directly or indirectly involves access to legend drugs, and to any agency or authority which licenses, certifies or credentials pharmacists, with which Respondent is presently affiliated.

- I. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a pharmacist or for work in any capacity which requires a degree in pharmacy and/or license to practice pharmacy or directly or indirectly involves access to legend drugs, and to any agency or authority that licenses, certifies or credentials pharmacists, to which Respondent may apply for any professional privileges or recognition.
10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 318:29, II (c), and a separate and sufficient basis for further action by the Board.
11. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this *Settlement Agreement* as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

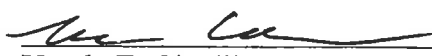
13. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
14. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
15. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
17. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
19. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify

on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

20. This *Settlement Agreement* shall take effect as a Final Order of the Board on the date it is signed by an authorized representative of the Board.

FOR THE RESPONDENT

Date: 2/2/17



Ursula E. Cieplik, R.P.H.
Respondent

Date: 2/3/17



Richard Fradette, Esq.
Counsel for Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 2/16/17



(Signature)

JOSEPH G. SIEBEMAKER
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Pharmacy

/* Board members, did not participate:

*N.H. Board of Pharmacy
In the matter of Ursula E. Cieplik, R.P.H.
Settlement Agreement*