

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

<b>IN THE MATTER OF:</b>	)	
	)	
<b>WILLIAM BLAKE, DPM</b>	)	<b>CASE NOS. P-13-11-01;</b>
<b>LICENSE NO. 280</b>	)	<b>P-14-05-01; P-14-12-01</b>
	)	
<b>Respondent.</b>	)	

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**SETTLEMENT AGREEMENT**

**WHEREAS**, the New Mexico Board of Podiatry (“Board”) received three complaints (P-13-11-01, P-14-05-01 and P-14-12-01) regarding William Blake (“Respondent”), and issued a Notice of Contemplated Action (“NCA”) in case no. P-13-11-01 to Respondent; and

**WHEREAS**, the parties wish to resolve these matters in an amicable fashion without the need for a formal hearing, or hearings, before the Commission;

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

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

1. **Jurisdiction.** Respondent at all times material to the allegations set forth in the complaints filed with the Board was licensed under the New Mexico Podiatry Act, NMSA 1978, § 61-8-1 to-17 (2009) and is presently licensed and is therefore subject to the jurisdiction of the Board. The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations.** Regarding the complaints in P-13-11-01, P-14-05-01, and P-14-12-01, Respondent acknowledges that separate allegations were made—pursuant to each filed complaint and each case listed above-- that he failed to provide the Board with information requested in violation Board rule 16.21.11.10 (B)(24) NMAC.

3. **Discipline.** This Agreement constitutes disciplinary action by the Board against the Respondent. The complaint and this Agreement shall be reported to the National Practitioners Data Bank as discipline action against licensee.

4. The Board shall take no further action against Respondent with respect to the matters alleged in these cases, provided that Respondent complies with the following:

A. Respondent shall pay five hundred dollar (\$500.00) as a fine for each complaint, for a total of one thousand five hundred dollars (\$1500) to be paid within thirty (30) days of Respondent's receipt of the Order signed by the Board Chairperson, evidencing Board approval of this Agreement.

B. Respondent shall respond to each of the separate complaints as requested by the Board within thirty (30) days of Respondent's receipt of the Order signed by the Board Chairperson, evidencing Board approval of this Agreement.

5. **Waivers.** Respondent acknowledges, agrees and stipulates that by signing this Agreement he is waiving the following rights as they pertain to the misconduct described herein:

A. Respondent enters into this Agreement voluntarily and waives his right to have these matters heard in the manner described in the Uniform Licensing Act ("ULA"), NMSA 1978, §61-1-1 to -33 (2003), including the right to a full evidentiary hearing on the charges made in the complaint against him, the right to cross-examine witnesses, and the right to appeal any decision of the Board following such a hearing.

- B. Respondent waives any and all time limitations set forth in the ULA, including all rights to have this matter heard within the time frame established by the ULA, in order for the Board to consider this Agreement.
- C. Respondent waives his right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of this Agreement.
- D. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.
- E. Respondent agrees to toll the Statute of Limitations for case number P-14-05-01 from the date Respondent's signs this agreement until the date when the Board takes action with respect to this proposed settlement agreement.

6. Upon execution of this Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, file Notices of Contemplated Actions, 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 with the NCA and a NCA may be issued as to the other complaints. 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 if such concerns the claims alleged in these complaints.

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 Chairperson.

9. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, copies of the documents shall be mailed to Respondent.

10. Upon fulfillment of the above requirements, the Board will consider this matter closed and resolved and will contemplate no further action against Respondent's license for the conduct made the subject matter of this Agreement. 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 Board Case Nos. P-13-11-01, P-14-05-01, P-14-12-01 and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Podiatry Act and/or the Rules and Regulations adopted by the Board pursuant to the act. Respondent understands and acknowledges that his action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

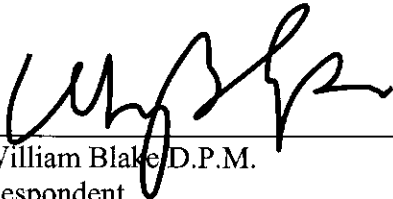
12. The complaint and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993, as amended through 2013). Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the New Mexico Podiatry Act.

13. Respondent understands, acknowledges and stipulates that any violation(s) of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be a separate and independent ground for disciplinary action by the Board against Respondent and at

the discretion of the Board shall constitute a violation of the New Mexico Podiatry Act. Such action will immediately result in the filing of an Order to Show Cause 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 a license, restrictions on scope of practice, imposition of fees, penalties and costs and/or taken any other disciplinary action authorized pursuant to the New Mexico Podiatry Act and/or the Uniform Licensing Act.

14. Respondent acknowledges that he has the right to be represented by an attorney.

15. Respondent affirmatively states that he has read this entire document and understands his responsibilities and duties in reference to settlement of this matter. Respondent knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made to him other than the terms and conditions expressly stated herein.



William Blake D.P.M.  
Respondent  
2019 Galisteo Street, Suite K  
Santa Fe, New Mexico 87505  
(505) 982-0123

3/22/16

Date