

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into by and between the North Dakota State Board of Clinical Laboratory Practice ("Board") and Terri Hintz ("Hintz").

II. RECITALS

A. Pursuant to N.D.C.C. ch. 43-48, the Board is authorized to license and regulate the practice of clinical laboratory personnel in the State of North Dakota.

B. N.D.C.C. § 43-48-15 authorizes the Board to deny, refuse to renew, suspend, or revoke a license or permit, or impose probationary conditions if the licensee has been found to have committed unprofessional conduct which has endangered or is likely to endanger the health, welfare, or safety of the public.

C. Hintz is the holder of a license as a clinical laboratory professional in the State of North Dakota.

D. The Board previously received a Complaint filed against Hintz. The Complaint alleged that Hintz, while working at Min-Dak Blood Bank, failed to inform donors of certain medical conditions discovered as a result of diagnostic testing conducted on the donor samples, contrary to Min-Dak Blood Bank policies and procedures. The Complaint further alleged Hintz manipulated donor documentation to include a provider signature without authorization.

E. Based upon the information contained within the Complaint as well as responsive information provided by Hintz, the Board has determined a reasonable basis exists to believe Hintz committed a violation of N.D.C.C. § 43-48-15(1)(c), wherein Hintz violated sections 96-02-09-02(1) and (4) of the North Dakota Administrative Code.

F. By her signature upon this Agreement, Hintz acknowledges that she has been informed and understands that she has a right to a hearing and appeal pursuant to N.D.C.C. ch. 43-28 and N.D.C.C. ch. 28-32 prior to any adverse or disciplinary action being taken against her clinical laboratory license in the State of North Dakota.

G. Hintz further acknowledges that she has been informed of and understands she has a right to seek the advice of independent legal counsel regarding this matter.

III. AGREEMENT

Based upon the preceding Recitals, the Board and Hintz agree to resolve this matter as follows:

- A. Hintz waives her right to an administrative hearing and appeal pursuant to N.D.C.C. chs. 43-28 and 28-32.
- B. Hintz's clinical laboratory license in the State of North Dakota is placed on probation for a period of one (1) year, which shall commence upon the execution of this Agreement.
- C. Within sixty (60) days of execution of this Agreement, Hintz shall provide the Board with a letter from her current employer, if employed, regarding the status of her employment and whether she has been subjected to any type of disciplinary action or reprimand from her current employer.
- D. Hintz shall update the Board regarding the status of her employment quarterly (every three (3) months) during the probationary period.
- E. During the probationary period, Hintz shall follow all laws, rules, and regulations related to clinical laboratory practice in the State of North Dakota.

- F. Should the Board find reasonable grounds to determine Hintz has violated any law, rule, or regulation related to clinical laboratory practice in the State of North Dakota during the above-referenced probationary period, such violation shall constitute a violation of this Agreement.
- G. If the Board is made aware of circumstances indicating Hintz may have failed to comply with any law, rule, or regulation related to clinical laboratory practice during the probationary period, the Board will provide Hintz with an opportunity to respond fully to those circumstances prior to any discipline being imposed.
- H. In the event the Board finds reasonable grounds exist to determine Hintz has violated any law, rule, or regulation related to clinical laboratory practice, or any term of this Agreement during the probationary period, the Board may take further disciplinary action against Hintz's license without a hearing or appeal pursuant to N.D.C.C. Ch. 43-28 or N.D.C.C. Ch. 28-32.
- I. There are no covenants, promises, undertakings, or understandings outside the terms of this Agreement other than those specifically set forth herein.
- J. This Agreement shall be governed by the substantive laws of the State of North Dakota without any regard to conflict of law principles.
- K. This Agreement is effective upon signature by both parties.

Signature Pages to Follow

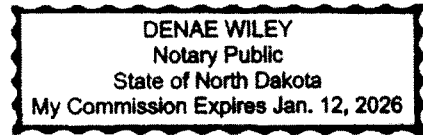
Dated this 19th day of October, 2023.

Terri Hintz
Terri Hintz

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF Grand Forks)

Subscribed and affirmed to before me
this 19th day of October, 2023

Denae Wiley
Notary Public



Dated this 14 day of November, 2023.

NORTH DAKOTA STATE BOARD OF
CLINICAL LABORATORY PRACTICE:

James Breen
James Breen, Chair