

STATE OF IOWA  
BEFORE THE BOARD MORTUARY SCIENCE EXAMINERS

_____	)	
IN THE MATTER OF	)	NO: MS 01-019
	)	
HARLAN M. THOMPSON, F.D.	)	<b>COMBINED STATEMENT OF</b>
License No: 104-02442	)	<b>CHARGES, INFORMAL</b>
	)	<b>SETTLEMENT AGREEMENT,</b>
RESPONDENT.	)	<b>AND CONSENT ORDER</b>
_____	)	

The Iowa Board of Mortuary Science Examiners (Board) and Harlan M. Thompson (Respondent) enter into this Combined Statement of Charges, Informal Settlement Agreement, and Consent Order (Agreement) pursuant to Iowa Code Sections 17A.10(2), 272C.3(4) (2001), and Chapter 645 Iowa Administrative Code Section 12.1.

1. The Respondent presently possesses license number 104-02442 to practice mortuary science in the State of Iowa. Board records indicate that the Respondent currently resides at Rural Route 1, Box 605, Wakefield, Nebraska, 68784-0605.

2. The Board has jurisdiction of this matter pursuant to Iowa Code chapters 17A, 156 and 272C (2001). Licenses issued by the Board are subject to the laws of the State of Iowa and the administrative rules promulgated by the Board.

**STATEMENT OF CHARGES**

**COUNT I**

3. Respondent is charged with conducting his practice as a licensed funeral director in a manner that subjected him to disciplinary action by the licensing authority of another state. See Iowa Code §§ 147.55(3), 156.9, 272C.10(3) (2001); 645 Iowa Admin. Code § 101.8(1)(c) [now 645 Iowa Admin. Code § 103.2(1)(c)].

## **CIRCUMSTANCES**

4. A “Petition for Disciplinary Action” was filed with the Nebraska Department of Health and Human Services, Regulation and Licensure division, alleging that Respondent Harlan M. Thompson had engaged in unprofessional conduct and violated Nebraska law when he allegedly removed human remains from the State of Nebraska to a facility in Sioux City, Iowa, without the proper transit permit. (See Attached Exhibit 1 – “Petition for Disciplinary Action”).

5. On November 16, 2001, the Respondent entered a stipulated settlement as a resolution to the administrative charges brought against him by the State of Nebraska. (See Attached Exhibit 2 – “Agreed Settlement”). The agreement was approved by the Chief Medical Officer of the State of Nebraska on November 28, 2001. (See Attached Exhibit 3 – “Order on Agreed Settlement”).

## **SETTLEMENT AGREEMENT**

6. The Respondent, without admission of wrongdoing or guilt, agrees not to contest the above stated charge before the Board.

7. The Respondent has a right to receive notice of the charge and to request a hearing before the Board on the merits of the charge, but waives his right to notice and a hearing and all attendant rights, including the right to appeal or seek judicial review of the Board’s actions, by freely and voluntarily entering into this Agreement. This Agreement shall constitute the Final Order of the Board in this case.

8. The Respondent agrees that the State’s counsel may present this Agreement to the Board and may have ex parte communications with the Board while presenting it.

9. This Agreement shall be part of the permanent record of the Respondent and shall be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of future violations.

10. Any failure by the Respondent to comply with the terms and conditions of this Agreement shall subject the Respondent to further licensee disciplinary action which could be initiated by the Board through the filing of a Statement of Charges with a hearing to be held on the merits.

11. This Agreement is subject to approval by the Board:

- (a) If the Board fails to approve this Agreement, it shall be of no force or effect on either party, and it shall not be admissible for any purpose in further proceedings in this matter.
- (b) If the Board approves this Agreement, it shall fully dispose of all issues in this case.

12. This Agreement is public record pursuant to Iowa Code Sections 272C.3(4) and 272C.6(4) (2001).

13. This Agreement shall not be binding as to any new complaints received by the Board.

### **CONSENT ORDER**

#### **IT IS THEREFORE ORDERED:**

14. The Respondent's Iowa funeral director license shall be placed on probation for a period of twelve months from the execution date of this Agreement. The execution date is that date which accompanies the Board Chairperson's signature. Upon notification of the Board's approval of this agreement, the Respondent shall remit his Iowa funeral director license to the Board so that a probationary license may be issued.

15. This Agreement shall not restrict or otherwise limit the Respondent's practice as a licensed funeral director in the State of Iowa except as expressly stated by the terms of this Agreement. During the probationary period, the Respondent shall comply with the following terms:

- (a) The Respondent shall comply with all relevant statutes and administrative rules in the course of his practice as a funeral director.
- (b) Within 30 days of the notification of the Board's approval of this Agreement, the Respondent shall notify the Board in writing as to the status of his employment as a funeral director in the State of Iowa. The

Respondent shall also notify the Board in writing within 15 days of the occurrence of any changes in his employment status as a funeral director in the State of Iowa. All written notifications required by this provision shall include:

- 1) The name and address of the Respondent's places of employment as a funeral director;
- 2) The Respondent's date of hire as a funeral director and, if applicable, the date his employment terminated.

If the Respondent is not employed as a funeral director in the State of Iowa, he shall so notify the Board. Failure by the Respondent to timely and truthfully notify the Board of his current employment status as a funeral director in the State of Iowa shall constitute a violation of this Agreement.

- (c) The Respondent shall successfully complete and comply with all terms of the probation imposed upon him by the State of Nebraska in the case of State of Nebraska v. Harlan Thompson. (See generally Exhibit 2).
- (d) Upon request of the Board, the Respondent shall appear before the Board to report on the status of his practice as a funeral director and to answer any questions or concerns the Board may have regarding his probation. The Board shall provide the Respondent with reasonable notice of the date, time, and place for any requested appearance. The Respondent agrees that any such appearance would be governed by 645 Iowa Administrative Code section 9.7 (June 2, 1999) and that he waives any and all objections to the members of the Board both participating in the appearance and later participating as decision makers in a contested case proceeding.

16. Upon full compliance with all terms and conditions of the probation prescribed by this Agreement, the Respondent's license to practice as a funeral director in the State of Iowa shall be restored to its full privileges free and clear of all probationary restrictions.

**WHEREFORE**, the terms of this Statement of Charges, Informal Settlement Agreement, and Consent Order are agreed to and accepted by the Iowa Board of Mortuary Science Examiners and the Respondent.

This Statement of Charges, Informal Settlement Agreement, and Consent Order are approved by the board on October 4, 2002.