

**BEFORE THE NEW MEXICO
COUNSELING AND THERAPY PRACTICE BOARD**

**IN THE MATTER OF:
KELI DERSCH-BALDONADO**

CASE No. 2011-24

Respondent.

STIPULATED SETTLEMENT AGREEMENT

WHEREAS, the New Mexico Counseling and Therapy Practice Board (the Board) has issued a Notice of Contemplated Action in this matter to Respondent;

WHEREAS, the Parties wish to resolve this matter in an amicable fashion without the need for a formal hearing:

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The Respondent is a Licensed Professional Mental Health Counselor (LPC).
2. The Board has jurisdiction over this matter pursuant to NMSA 1978, § 61-9A-9 (A) (4) and thereby has the power to action allowed by, and in accordance with, the Uniform Licensing Act.
3. Respondent enters into this Settlement Agreement voluntarily and knowingly waives her right to a hearing pursuant to the provisions of the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 through -31.
4. This Settlement Agreement is subject to the approval of the Board. If the Board rejects this Settlement Agreement, this matter will be heard for actual

discipline at a later time, date and place to be set by the Board, and any statements made by either party in support of this Settlement Agreement may not be used at a hearing before the Board.

5. In order for the Board to have adequate time to consider this Settlement Agreement, Respondent waives the right to have this matter heard and decided within the time frame set by the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 through -31.

6. As resolution of this matter, Respondent does not contest the Board's assertion of her violations of the Board's rules and regulations and/or statutory provisions as alleged in the Notice of Contemplated Action and thus, agrees to the following action, pursuant to the Uniform Licensing Act, NMSA 1978, § 61-1-3:

a. In addition to the forty (40) hours of continuing education approved by the Board that is required to be documented during each two-year renewal period, of which six (6) of those hours must be in ethics related to counseling/mental health, Respondent agrees to, and will attend and successfully complete, an additional twelve (12) hours of continuing education in ethics within one (1) year months of the execution of this Settlement Agreement. The additional twelve (12) hours of continuing education in ethics shall be in addition to the

biennial six (6) hours of ethics requirement contained in the biennial forty (40) hour continuing education requirement to maintain licensure. Respondent shall obtain the additional ethics continuing education units and submit documentation of these additional continuing education units to the Board within one (1) year of acceptance of this Agreement.

b. The administrative prosecution of the Notice of Contemplated Action shall be held in abeyance for a period of one (1) year to provide the Respondent with adequate time to obtain the additional continuing education units set out in subparagraph (a) of paragraph 6, above.

c. At the end of the one (1) year abeyance period, if the Respondent has obtained the additional ethics continuing education units set out in subparagraph (a) of paragraph 6, above, the Board agrees to resolve the matter in full and to release the Respondent from the administrative prosecution of the Notice of Contemplated Action.

d. Should the Respondent obtain the additional continuing education units set out in subparagraph (a) of paragraph 6, above, before the expiration of the one (1) year abeyance period, the Board, at its option, and upon a motion filed by the Respondent, may entertain the resolution of the matter and may

release the Respondent from the administrative prosecution of the Notice of Contemplated Action.

e. Both the Board and the Respondent understand that this settlement agreement, during the one (1) year abeyance period and upon successful completion of the continuing education units described in subparagraph (a) of paragraph 6 above, shall not be reported to the National Practitioner Data Bank pursuant to 42 U.S.C. 1396r-2, as amended, and pursuant to 45 CFR Part 6, subpart B, section 60.91, and is protected under NMSA § 61-9A-7.1(B) and (C) because the settlement agreement is not reportable under the provisions of the law. Both the Board and the Respondent understand that should the Respondent fail to obtain the additional continuing education units set out in subparagraph (a) of paragraph 6 on or before the expiration of the one (1) year abeyance period, the Board then may proceed with a disciplinary action against the Respondent for failure to comply with an Order of the Board.

7. Respondent understands and agrees that if, after approval of this Stipulated Settlement Agreement, the Board receives credible information that

¹For clarification, see 78 FR 20475 (state reporting requirements do not include settlements in which no findings of liability have been made against a health care practitioner).

Respondent has violated this Stipulated Settlement Agreement, the Board then may seek disciplinary action, pursuant to the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 to -31.

8. This Stipulated Settlement Agreement constitutes a full and complete resolution of all claims and defenses that either party did raise or should have raised in this matter.

IT IS SO STIPULATED AND AGREED:

Keli Dersch-Baldonado
Keli Dersch-Baldonado, Respondent

Nov. 25, 2013
Date

Michael Maestas, LACC
Michael Maestas, Board Chair
NM Counseling and Therapy Practice Board

December 18, 2013
Date