

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

**IN THE MATTER OF:
DANIEL BLACKWOOD, LPCC**

CASE No. 2011-33

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 Clinical Counselor (LPCC).
2. The Board has jurisdiction over this matter pursuant to NMSA 1978, § 61-9A-9 (A) (4) and thereby has the power to take any disciplinary action allowed by the Uniform Licensing Act.
3. Respondent enters into this Settlement Agreement voluntarily and knowingly waives his 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 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.

By signing this document, the Board indicates its approval of this Settlement Agreement.

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, the Respondent acknowledges that the Board has issued a Notice of Contemplated Action (the "NCA"), and the Board understands that Respondent has submitted a Response to the NCA denying the allegations contained in the NCA and that, were this matter were to proceed to a formal administrative hearing, the Respondent will continue to deny and will defend against the allegations contained in the NCA. This Stipulated Settlement Agreement shall not be deemed or construed as evidence of any admission by the Respondent, or as a withdrawal by the Board, of the allegations contained in the NCA, but rather constitutes a compromise and settlement of the disputed

allegations with no finding of liability. As such, the Parties agree to the following action, pursuant to the Uniform Licensing Act, NMSA 1978, § 61-1-3:

a. Respondent agrees to, and will attend and successfully complete, an additional fifteen (15) hours of continuing education in ethics within one (1) year of the date of the last signature on this Settlement Agreement. These additional 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.

b. Respondent shall obtain the additional ethics continuing education units and shall submit documentation verifying these additional continuing education units to the satisfaction of the Board within one (1) year of the last signature appearing on this Agreement. The Board will allow the Respondent up to two additional months to receive confirming documentation verifying compliance.

c. The respondent shall undergo one (1) year of weekly supervision of the Respondent's clinical practice for one hour per session at the expense of the Respondent, by a supervisor recommended by the Respondent and approved by the Board.

d. At such time as the Board is satisfied that the Respondent has obtained the additional ethics continuing education units set out in subparagraph (a) of paragraph 6, above, and has satisfied the weekly supervision requirement set out in subparagraph (c) 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 upon a motion filed by the Respondent.

7. Both the Board and the Respondent understand that this settlement agreement shall not be reported to the National Practitioner Data Bank because under 42 U.S.C. 1396r-2, as amended, and under 45 CFR Part 6, subpart B, section 60.9¹, a settlement agreement with no finding of liability is explicitly exempt from state licensing agency reporting requirements.

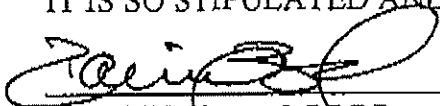
8. Respondent understands and agrees that if, after approval of this Stipulated Settlement Agreement, the Board receives credible information that Respondent has violated this Stipulated Settlement Agreement or the Respondent fails to obtain the additional continuing education units set out in subparagraph (a)

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).

of paragraph 6, on or before the one (1) year period, the Board then shall proceed to seek reportable disciplinary action pursuant to the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 to -31, and the Board shall report the Respondent's failure to so comply shall be reported by the Board to the National Practitioner Data Base.

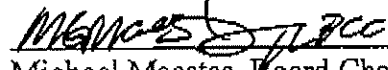
9. This Stipulated Settlement Agreement constitutes a full and complete resolution of all claims and defenses that either party did raise or should have raised in this matter.

IT IS SO STIPULATED AND AGREED:



Daniel Blackwood, LPCC

January 13, 2014
Date



Michael Maestas, Board Chair
NM Counseling and Therapy Practice Board

JANUARY 15, 2014
Date