

BEFORE THE NEW MEXICO
COUNSELING AND THERAPY PRACTICE BOARD

IN THE MATTER OF:

Case No. 2012-03(A)

DELPHINIA NUANES

Respondent.

REVISED
SETTLEMENT AGREEMENT

WHEREAS, the New Mexico Counseling and Therapy Practice Board (the Board) has sufficient evidence to proceed with a Notice of Contemplated Action against DELPHINIA NUANES (Respondent); and

WHEREAS, the parties wish to resolve this matter in an amicable fashion without the expense of a formal process:

THE PARTIES STIPULATED AND AGREE AS FOLLOWS:

1. The Respondent has applied for licensure under the Counseling and Therapy Practice Act, Section 61-9A-1 *et seq.* NMSA, and is subject to the jurisdiction of the New Mexico Counseling and Therapy Practice Board.
2. The Respondent enters into this Settlement Agreement voluntarily and waives her right to a full administrative process, including a hearing on the merits as provided under the Uniform Licensing Act, Section 6 1-1-1 *et seq.* NMSA.
3. This Settlement Agreement is subject to approval by the Board and the Respondent. Neither the Director of the Board nor the Administrative Prosecutor can bind the Board to this agreement. If the Board rejects this Settlement Agreement, the Board may proceed with the full administrative process, including issuing a Notice of Contemplated Action (NCA). Terms of this agreement or statements made by either the Board or Respondent in support of this agreement shall not be

used against either party in such a process, and are protected by Rule 1-048 of Evidence.

4. Respondent agrees that she has committed the following violations of the Counseling and Therapy Practice Act and Regulations:
 - a. NMSA 1978, Section 61-9A-4(A)(5) requires that a license or registration is required to practice under the New Mexico Counseling and Therapy Practice Act, and that without such licensing, no person shall engage in counseling as a licensed mental health counselor. However, Respondent provided counseling services from June 1, 2009 to March 17, 2010. Respondent submitted her licensing application with documentation that she had client contact hours during this time, although she was not licensed until March 18, 2010. This conduct is also a violation of Counseling and Therapy Regulation 16.27.18.16(A) NMCA, Professional Competence, Conduct & Integrity, that prohibits a professional mental health counselor from representing that they are licensed when they are not.
 - b. Respondent also admits that she permitted her license to lapse as of September 30, 2011 and that she continued to provide counseling services until November 11, 2011, although she did not have an active license. She also submitted documentation of that she had client contact hours from September 30, 2011 until November 11, 2011. This conduct is also in violation of NMSA 1978, Section 61-9A-4(A)(5), as well as Counseling and Therapy Regulation 16.27.18.16(A) NMCA.
5. As a means of amicably resolving this matter, Respondent agrees to the following terms:
 - a. Respondent shall obtain an additional twelve (12) CEUs in ethics. The CEUs set out herein shall be in addition to the minimum CEU requirements to obtain licensure. Respondent shall obtain the additional CEUs


and submit documentation to the Board within six (6) months of acceptance of this Agreement.

- b. Respondent will not treat any person with mental health counseling unless and until she has a license, issued by the Counseling and Therapy Board.
 - c. Respondent will not represent, by any means, that she is licensed to provide mental health therapy unless she is, in fact, licensed to do so.
 - d. Respondent will not record supervised hours of client therapy unless and until her license is issued and in full force and effect.
 - e. Respondent will conduct her mental health counseling and therapy in a manner that comports to the level of licensure she currently has. Thus, if Respondent is issued an LMHC license, she will not conduct her therapy that only an LPCC is licensed to practice.
6. As a means of amicably resolving this matter, the Board agrees to the following terms:
- a. Upon acceptance of this settlement agreement, the Board agrees to allow Respondent to complete the reinstatement process for her LMHC licensure.
 - b. Upon completion of the 12 additional CEUs, the Board agrees to dismiss Complaint No. 2012-03(A) with prejudice as a result of this settlement.
 - c. Upon completion of the 12 additional CEUs and in one year from the date of acceptance of this settlement agreement, the Board agrees to consider any application for LPCC licensure.
7. This settlement is in complete settlement of the above referenced Case No. 2012-03(A).
8. The parties agree that the statements and admissions contained in this agreement are not general admissions and will not be used for any purpose other than the support of this agreement.

9. Ms. Nuanes understands and acknowledges that any failure to comply with the terms of this Settlement Agreement will immediately result in the implementation of a formal disciplinary process which could impose administrative penalties and/or revoke Respondents' license pursuant to NMSA 1978, § 60-9A-26.


10. This Settlement Agreement resolves all New Mexico Counseling and Therapy Practice Board's administrative charges that were or could have been brought as a result of the incidents described in complaint number 2012-03(A).

I. RESPONDENT, DELPHINIA NUANES



Delphinia Nuanes
Respondent

11/13/2012
Date



Michael Smith
*Counsel for Respondent
Delphinia Nuanes*

11/13/12
Date

II. COUNSELING AND THERAPY PRACTICE BOARD

M. M. [Signature]

By: *Chair*
New Mexico Counseling and Therapy Practice Board

3.19.13

Date

David Day Black

David Day Black
Assistant Attorney General
Prosecutor for Counseling and Therapy Practice Board

March 21, 2013

Date

Settlement Agreement