

**BEFORE THE STATE OF NEW MEXICO
BOARD OF PSYCHOLOGIST EXAMINERS**

IN THE MATTER OF:

MARGO BALDWIN, Ph.D.
License Number 680

Case Nos. 2013-02 & 2013-03

Respondent.

STIPULATED AGREEMENT OF SETTLEMENT

WHEREAS, the State of New Mexico Board of Psychologist Examiners (the "Board") received two complaints against Dr. Margo Baldwin ("Respondent") dated on or about February 13 and 22, 2013, respectively, and

WHEREAS, Respondent is willing to resolve these matters (cases 2013-002 & 2013-003) amicably and without issuance of a Notice of Contemplated Action, and without a hearing, and

WHEREAS, the Board's Administrative Prosecutor believes that settlement is appropriate and in the best interests of both the Board and Respondent,

IT IS HEREBY AGREED AS FOLLOWS:

1. Jurisdiction. The Respondent at all times relevant to these proceedings was a licensee of the Board. The Board has jurisdiction over the Respondent and the subject matter.
2. Acknowledgment of violations. The Respondent acknowledges violating the Rules and Regulations of the State of New Mexico Board of Psychologist Examiners: (1) Maintenance and retention of records (16.22.2.8.G(1)(a), (b), (f), (g), (h), (2), and G(5)); (2) Prohibited dual relationship (16.22.2.9.B(1), (2)(c), and (3)(a)(b)(c)(d)(e) and (g), and (4)(c); (3) Informed consent for therapy and evaluation (16.22.2.10.A(1)(b) and (c); (4) Safeguarding confidential information (16.22.2.12.A); and (5) Discussing the limits of confidentiality (16.22.2.12.B(a)(a), (b) and (2)), as alleged in cases 2013-002 & 2013-003

3. Discipline. This Settlement constitutes disciplinary action by the Board against the Respondent. The Board shall take no further action against Respondent with respect to the matters in cases 2013-002 and 2013-003, provided that Respondent timely complies with all of the following requirements:

A. Continuing education. In addition to all license renewal requirements, the Respondent shall complete twenty (20) hours of continuing education in person, within one year from the date this Settlement Agreement is accepted and executed by the Board. The twenty (20) hours shall be pre-approved by the Board or its designee, and shall specifically pertain to: Dual Relationships; Record Keeping; Confidentiality; and Informed Consent. Respondent shall submit evidence of her successful completion of the twenty (20) hours of continuing education to the Executive Director of the Board in a timely manner. Respondent shall in good faith, endeavor to meet such requirements within the aforementioned timeframe. However, should Respondent, after exercising reasonable and due diligence, be unable to locate offerings of in-person continuing education courses pertaining to Dual Relationships, Record Keeping, Confidentiality, and Informed Consent, Respondent shall notify the Board through the compliance liaison. After considering Respondent's efforts, the Board shall freely and reasonably grant Respondent an extension to comply with this provision.

B. Supervision. Respondent shall complete fifty (50) hours of supervision within one (1) year of the Board's acceptance and execution of this Settlement Agreement. The supervising psychologist must be approved, in advance, by the Board. The Respondent shall execute a release allowing the supervising psychologist, as he or she may deem necessary, access to Respondent's records of client contact, billing, and scheduling, allowing the Board or its designee access to the supervising psychologist and the substance of the consultation; and

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authorizing the supervising psychologist to report any observed or suspected violations of the Rules and Regulations of the State of New Mexico Board of Psychologist Examiners to the Board. The supervising psychologist shall report quarterly to the Board. The supervising psychologist shall have all the duties and authority of a Supervising Psychologist under the New Mexico State Board of Psychologist Examiners Guidelines for Supervision of Licensee. However, the supervising psychologist shall not assume professional or ethical responsibility for the work of the Respondent in the course of her practice, and this relationship shall not constitute a limitation on independent practice or a restriction or limitation on the scope of the Respondent's practice under her license. Respondent shall codify and redact personal identifying information from the charts subject to supervision in order to protect patients' personal identifying information, while enabling Respondent and the supervising psychologist to identify and reference particular patients, if necessary.

C. Psychological Evaluation. Respondent shall present and undergo a psychological evaluation to determine fitness of duty as a psychologist, and shall comply with any recommendations made by the evaluator as a result of the psychological evaluation. The evaluator shall be approved by the Board in advance. The evaluation shall be completed within six (6) months of the Board accepting and executing this Settlement Agreement. The results shall be timely submitted to the Board by the evaluator. Respondent shall execute any and all releases needed for the evaluator to timely submit the results of the evaluation to the Board. Respondent shall also provide the Board, in a timely manner, with proof of compliance with all recommendations made by the evaluator.

D. Costs. The respondent shall be solely responsible for all costs of complying with the above penalties.

4. Waiver of Rights.

A. The Respondent hereby waives the time limitations set forth in the Uniform Licensing Act.

B. The Respondent understands that she has a statutory right to a hearing on the charges made in the complaints against her, and that she would have the right to appeal any decision of the Board following such hearing; and she hereby waives these rights in the event the Board accepts this Settlement. In the event the Board does not accept this Settlement, the Respondent shall continue to have the right to a hearing and to appeal, and nothing contained herein shall be used against her at any such hearing or in any such appeal.

C. The Respondent waives her right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of the Settlement.

D. The Respondent's waiver of any rights contained herein is made knowingly, intentionally, and voluntarily, and after consulting with her attorney.

5. The Respondent's execution of this Settlement is made knowingly, intentionally, and voluntarily, and after consultation with her attorney.

6. Upon execution of this Settlement, the Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, and take the actions described herein.

7. Nothing contained herein is binding on the Board unless approved by it in an open meeting. This Settlement shall be presented to the board at its next available meeting, and if the Board agrees to the terms of this Settlement it shall become binding upon the Board and the Respondent.

8. In the event the Board accepts this settlement and the Respondent fails to comply with any of the provisions herein, the Board shall have the right to take such action against the Respondent as it deems appropriate under the circumstances, including filing of an Order to Show Cause as to why the Board should not find the Respondent in violation of the agreement and impose lawful sanctions including but not limited to the imposition of the remainder of the civil penalty, license revocation, and additional fines or other penalties.

9. This Stipulated Settlement Agreement is a settlement of Board case numbers 2013-02 and 2013-03 and only the specific allegations contained therein. The Board reserves the right to initiate proceeding for any other violations of the Professional Psychologist Act or the Rules and Regulations of the Board adopted pursuant to that act.

AGREED TO BY RESPONDENT MARGO BALDWIN, Ph.D.

Margo Baldwin, Ph.D.

Date: 4/19, 2017

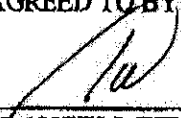
APPROVED AS TO FORM BY:

Megan L. Kuhlman

MEGAN KUHLMANN, ESQ.
Attorney for Respondent

Date: 4/19, 2017

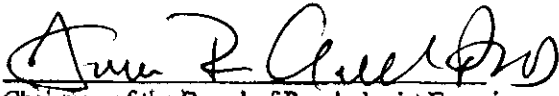
AGREED TO BY ADMINISTRATIVE PROSECUTOR



TIMOTHY J. WILLIAMS
Assistant Attorney General

Date: 4/27, 2017

AGREED TO AND ACCEPTED BY THE BOARD OF PSYCHOLOGIST EXAMINERS



Chairman of the Board of Psychologist Examiners
Date: 9/1, 2017