



and place to be set by the Board; any statements made by any party herein in negotiation or furtherance of the Agreement may not be used at a hearing before the Board unless otherwise admissible into evidence through a source independent of the settlement negotiations.

4. In order for the Board to have adequate time to consider this Agreement, Respondent waives the right to have this matter heard and decided within the time frame set by the Uniform Licensing Act, NMSA 1978, §§ 6111 through -31.
5. Respondent denies all allegations contained in the Complaint. This Agreement does not constitute, nor shall it be construed to be, an admission by anyone or any party hereto to the truth or validity of the allegations asserted against Respondent.
6. To resolve this matter amicably, and spare the Respondent and State of New Mexico the conflict and expense of a hearing, Respondent and the Board agree to compromise and settle the matters in dispute, namely the allegations that Respondent violated 16.27.18.16(B)(2) and 16.27.18.18(E) of the New Mexico Administrative Code.
7. This Agreement is a settlement agreement under the New Mexico Rules of Evidence, Rule 11-408, for the purposes of civil litigation.
8. **Action:** 1. Respondent will be supervised by another licensed therapist, if she treats patients with borderline disabilities. It will be Respondent's responsibility to obtain supervision and to inform the Board of the supervision, within ten (10) days of obtaining supervision. 2. Respondent will attend and successfully complete an additional six (6) hours of continuing education in ethics within one (1) year of the date of the last signature appearing on this 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. In addition, Respondent shall submit documentation verifying the additional continuing education units to the satisfaction of the Board within one (1) year of the last dated signature appearing on this Agreement.

9. The Respondent agrees that if Respondent fails to obtain the additional continuing education units required by this agreement within the aforementioned time frame, the Board may proceed with the issuance of a Notice of Contemplated Action which will be considered timely.
10. Respondent understands and agrees that if after approval of this Agreement, the Board receives credible information that Respondent has violated this Agreement, the Board then may seek disciplinary action, pursuant to the Uniform Licensing Act, NMSA 1978, §§ 6111 to -31 and the Board may exercise their right to report Respondent's failure to comply with this Agreement to the National Practitioner Data Base.
11. Respondent and Board agree that, excluding those circumstances delineated in Paragraph 10 of this Agreement, this Agreement shall not be reported to the National Practitioner Data Bank pursuant to 42 U.S.C. §1396r-2, as amended, because this agreement does not include an admission of liability.
12. The NCA and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA Section 14-2-6(E).
13. Respondent understands that the Board may report or post this Agreement on its public website.

14. Respondent has read this entire agreement and fully understands each provision. Their signature below acknowledges that they knowingly, intelligently and freely agree with the terms and conditions of agreement.
15. The Respondent is represented by Counsel, Christopher Reed of the law firm Allen Shepherd Lewis & Syra, P.A.
16. This 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:

Toni Drew  
 TONI DREW, Respondent

Christopher Reed  
 Christopher Reed, Counsel for Respondent

Julia White  
 Julia White, Administrative Prosecutor

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 Board Chair  
 NM Counseling and Therapy Practice Board

June 8, 2017  
 Date

6/13/2017  
 Date

6/14/2017  
 Date

8-25-17  
 Date