

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

IN THE MATTER OF:)
)
AMANDA DAVISON) **Case No.: CT-2015- 21**
License No. 0099731)
)
)
Respondent.)

**PRE-NCA SETTLEMENT AGREEMENT AND
LIMITED WAIVER OF STATUTE OF LIMITATIONS**

WHEREAS, the State of New Mexico Counseling & Therapy Practice Board (hereafter the "Board") has issued a Notice of Investigation to the Respondent, Amanda Davison, and a request for a Notice of Contemplated Action to the Office of the Attorney General; and

WHEREAS, the parties wish to resolve this matter without the need for the issuance of a Notice of Contemplated Action.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Respondent holds a license under the Counseling and Therapy Practice Act, Section 61-9A-1 *et seq.*, NMSA 1978, and is subject to the jurisdiction of the Board.
2. The Board has jurisdiction over this matter pursuant to NMSA 1978, § 61-9A-9(A)(4) and thereby has the power to act allowed by, and in accordance with, the Uniform Licensing Act.
3. This Pre-Notice of Contemplated Action Settlement Agreement ("Agreement") is subject to the approval of the Board. If the Board rejects this Agreement, a

Notice of Contemplated Action shall be issued and this matter will be heard at a later time, date, 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.

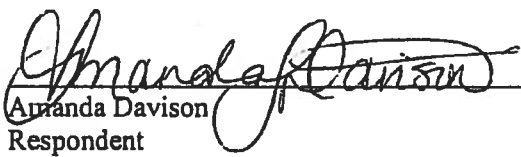
4. In order for the Board to have adequate time to consider and accept or reject this Agreement, Respondent waives the statute of limitations contained in NMSA 1978 § 61-1-3.1 (2015) for the limited purpose of NCA issuance on the matters at issue in CT-2015-021.
5. It is understood and agreed that this Agreement is entered into for the purpose of compromising and settling matters in dispute. It 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 in the Complaint.
6. Respondent agrees that within one (1) year of that last signature date appearing on this Agreement, she will successfully complete six (6) hours of continuing education ethics credits. These six (6) hours of ethics credits shall be in addition to the credits required for maintenance of licensure. The credits must be for courses approved by the Counseling and Therapy Board for the satisfaction of the ethics course requirement. In addition, Respondent shall submit documentation to the Board, 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. Once satisfactory documentation of completion of the required six hours of continuing education ethics credits has been received by the Board,

Respondent shall be deemed to have fully satisfied her obligations pursuant to this Settlement Agreement, and there shall be no administrative prosecution of matters contained in Board Case No. CT-2015-21.

7. The Board and Respondent understand that this Settlement Agreement shall not be reported to the National Practitioner Data Bank pursuant to 42 U.S.C. § 1396r-2, as amended, because this Settlement Agreement does not include an admission of liability.
8. Respondent understands and acknowledges that any violation(s) by Respondent of this Settlement Agreement will result in the filing of an Order to Show Cause with the Board, 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, additional fines or penalties and/or take any other disciplinary action described in the Uniform Licensing Act.
9. This Agreement is a settlement of Board case number CT-2015-21, and only the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other alleged violations of the Counseling and Therapy Practice Act or the Rules and Regulations of the Board adopted pursuant to that act.
10. The NCA and this Agreement are public records within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E). Other data, communications, and information acquired by the Board relating to this matter shall be public to the extent provided by the New Mexico Inspection of Public Records Act, NMSA §§ 14-2-1 *et seq.*

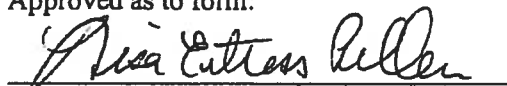
11. The Board excuses Respondent from any costs associated with Case No. CT-2015-21 and with the negotiation, approval, and monitoring of this Settlement Agreement. Respondent is responsible for her own costs, including attorney's fees and any costs associated with fulfilling the continuing education requirements of this Agreement.
12. Respondent has read this entire agreement and fully understands each provision. Her signature below acknowledges that she knowingly, intelligently and freely agrees with the terms and conditions of agreement.
13. The Respondent is represented by Counsel Lisa Entress Pullen of the firm Civerolo, Gralow & Hill, P.A.
14. This Agreement constitutes a full and complete resolution of all claims and defenses that either party did raise or could have raised in this matter.

IT IS SO STIPULATED AND AGREED:


Amanda Davison
Respondent

1/9/17
Date

Approved as to form:


Lisa Entress Pullen, Esq.
Counsel for Respondent

1/9/17
Date

MAL

Board Chair

3-5-17

Date

Approved as to form:

[Signature]

Julia White, Esq., Administrative Attorney

1/9/17

Date

Amanda Davison
10416 Rayner Dr. N
Albuquerque, NM 87114
#2015-21

4/3/17

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>Amanda Davison 10416 Rayner Dr. N Albuquerque, NM 87114 #2015-21</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, enter delivery address below:</p> <p>RECEIVED</p> <p>APR 10 2017</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number (Transfer from service)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

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PS Form 3811, July 2013

Domestic Return Receipt