

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

IN THE MATTER OF:)	
)	
MICHAEL FRAGA,)	
Lic. No. 1041,)	Case No. PSY 17-10-COM
)	
Respondent.)	

STIPULATED SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Board of Psychologist Examiners ("Board"), issued a Notice of Contemplated Action for Michael Fraga ("Respondent"), alleging violations of the Professional Psychologist Act and Board rules ("Complaint"); and

WHEREAS, Respondent is willing resolve this matter amicably and without the adjudication of the Notice of Contemplated Action ("NCA") as required under the Uniform Licensing Act ("ULA"), and without a hearing; and

WHEREAS, the Board believes that this Stipulated Settlement Agreement is appropriate and in the best interests of both the Board and Respondent.

IT IS STIPULATED AND AGREED AS FOLLOWS:

1. The Respondent is licensed under the Professional Psychologist Act, Section 61-9-1 *et seq.*, NMSA 1978, admits to all jurisdictional facts and that Respondent is subject to the jurisdiction of the Board.
2. Respondent acknowledges that he is subject to disciplinary action pursuant to NMSA 1978, § 61-9-13, expressly waives his rights under the Uniform Licensing Act and further expressly waives all rights to a hearing and right to judicial review or to

contest the validity of the Board's order in any other proceeding or forum.

3. The Board makes no determination as to the violations alleged. Respondent admits his license was revoked in the State of California for violating rules similar to the New Mexico Psychologist Act and that Respondent failed to report the California disciplinary action to the Board. The parties agree that it is in the best interest of all concerned that these matters be resolved by way of this Stipulated Settlement Agreement, limited to the violations alleged in the Notice of Contemplated Action. Respondent acknowledged the Board reserves the right to initiate other proceedings for any violation of the act or board regulations.

4. **This Action.** The Board agrees to take no further action against Respondent with respect to the matters alleged in the Notice of Contemplated Action provided that Respondent complies completely with the following:

A. Respondent shall complete a twenty hour continuing education courses with a portion of the course or courses to include, dual relationships, conflict of interests, duty of non-disclosure of confidentiality, informed written consent, duty to clarify before rendering services- confidentiality issues raised in patient or client relationships, clinical, and health care settings Respondent agrees to provide proof of course completion to the Board. Respondent hereby acknowledges he has a duty: to disclose disciplinary action to this Board and to other Boards as required; obtain written consent from the patient or client; record and clarify before rendering services, the dimensions of confidentiality and professional responsibility; render a formal professional opinion about a person after direct and substantial professional contact and a formal assessment of that person; clarify the relevant limitations of any therapy confidentiality with

documentation of any limitations; before an evaluation, document any limits of confidentiality and clarify how the information will be used and who will have access to the evaluation; discuss the procedures of evaluation; safeguard confidentiality; nondisclosure of confidentiality to others unless written informed consent is obtained from the patient or client or as provided by law.

B. Respondent agrees to complete a two year probationary term under the supervision and oversight by a psychiatrist or psychologist duly licensed in New Mexico. Respondent agrees to select from a list of psychiatrist or psychologist provided by the Board or approved by the Board. Respondent agrees that he will not engage in any psychological services without supervision. During Respondent's initial three month probationary period, Respondent must submit weekly reports to the Board and thereafter quarterly reports to the Board. Respondent hereby acknowledges that any failure to provide supervisory reports to the Board is a violation of this Stipulated Settlement Agreement.

C. Respondent agrees to provide 20 hours of professional free service to underserved populations and to programs that provide clinical services to underserved populations free of costs. Respondent agrees to provide in person professional service and to complete the 20 hours during his two year probation period.

D. Respondent agrees to pay for all fees and costs associated with his supervision during the two year probationary term. Respondent's failure to pay for all fees and costs associated with his supervision is a violation of this Stipulated Settlement Agreement.

E. Respondent agrees not to engage in any psychological services, unless those services are provided to in person. Respondent hereby acknowledges that any psychological services provided through any, but not limited to, video conference, skype, face time, non-in-

person meeting is prohibited by this Stipulated Settlement Agreement.

F. Respondent's licensed is subject to immediate revocation for any violation of this Stipulated Settlement Agreement including but not limited to the unsuccessful completion of the continuing education courses, failure to provide proof of completion, unsuccessful completion of his two year probationary term, and failure to provide 20 hours of in person services free of charge or costs within the two year probationary term.

5. **Waivers.** Respondent acknowledges, agrees and stipulates to the following waivers:

a. Respondent waives his right to have these matters heard in a manner described in the Uniform Licensing Act (ULA), including a full evidentiary hearing on the charges made in the complaint against Respondent, the right to confront and cross-examine witnesses, present any defense and the right to appeal any decision of the Board following such hearing pursuant to the provisions of the ULA including but not limited to NMSA 1978 §61-1-4(F) and NMSA 1978, §61-1-8.

b. By signing this Stipulated Settlement Agreement, the Respondent understands and agrees that he waives excusal of any Board member on the grounds of bias or improper motive as a result of his or her review of this Stipulated Settlement Agreement.

c. Respondent's waiver of these rights contained herein is made knowingly, intentionally, and voluntarily.

6. Respondent acknowledges that the Board has the statutory authority and jurisdiction to act in this matter. Upon execution of this Agreement, Respondent releases the Board from any claim potentially arising out of the Board's decision to investigate

and take the actions described herein.

7. Failure to comply with the terms and conditions of this Agreement shall be separate and independent grounds for disciplinary action by the Board. In the event the Respondent fails to comply with the provisions hereof, the Board shall have the right to take such action against Respondent, as it deems appropriate under the circumstances, including the immediate revocation of Respondent's license and the imposition of any civil or monetary penalty.
8. This Agreement is a settlement of case number PSY 17-10-COM, and only the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violation of the Professional Psychologist Act or the Rules and Regulations of the Board adopted pursuant to that Act.
9. This Agreement is subject to Board approval. If the Board rejects this Agreement, the Board may proceed to schedule a hearing in this matter.
10. This Agreement is binding upon the Board and the Respondent the date it is signed by the Board or its designee.
11. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, a copy of this Agreement shall be mailed to Respondent by United States Postal Service Certified Mail. Such mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of this Agreement. The time limitations for Respondent's compliance with the requirements of this Agreement shall commence five (5) days after said mailing by the Board as such date shall be deemed receipt by Respondent of this Agreement and the signed Order.

12. This Agreement is a settlement of Board and Respondent and only for the specific allegations contained therein. Upon fulfillment of the above requirements, the Board shall consider this matter closed and resolved.

13. Respondent understands and acknowledges that entering into this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

14. Respondent hereby acknowledges and understands that the decision and order of the Board shall be a public record and reported, as required by law.

15. Respondent affirmatively states that Respondent has read this entire Settlement Agreement and understands its terms and Respondent's responsibilities and duties. Respondent knowingly, intentionally and voluntarily enters into and executes this Settlement Agreement and affirms that no promises or representations have been made other than the terms and conditions expressly stated herein.



Michael Fraga

Date 12.11.2018



Chair, Psychologist Board.

Date: 4/5/2019

Submitted by:

/s/ Ismael L. Camacho
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