

**BEFORE THE BOARD OF MASSAGE THERAPY PRACTICE  
OF THE STATE OF NEW MEXICO**

**IN THE MATTER OF**

**Case No. MT 16-09-COM**

**KELLY GRACE (Lic. No. 3590),**

**RESPONDENT.**

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**SETTLEMENT AGREEMENT**

The Board of Massage Therapy Practice ("Board") and Kelly Grace ("Respondent") being willing to resolve this matter in an amicable fashion and without need of a formal hearing agree as follow:

**IT IS STIPULATED AND AGREED:**

1. **Jurisdiction:** Respondent is subject to the jurisdiction of the Board.

2. **This Action:** On or about November 10, 2015, Respondent failed, within the 90 days, to prove she was current with the CPR and AED courses required for renewal application of her massage therapy license. Respondent was cited for violating the ethics provisions, pursuant to 16.7.2.8(G) NMAC. The Board agrees to take no further action against Respondent with respect to the matters alleged in the NCA issued in Case No. MT-16-09-COM provided that Respondent complies completely with the following:

- A. Respondent shall agree to withdraw her renewal application for her massage therapy license.
- B. Respondent admits she had not neither completed a CPR nor AED course when she sought her massage therapy license, as required.

- C. Respondent shall ascertain, before she re-applies for a massage therapy license, what the requirements are.
- D. Respondent agrees to meet all the massage therapy license requirements before she re-applies or otherwise seeks a massage therapy license.
- E. Respondent acknowledges that if she fails to ascertain and meet the licensing requirements for massage therapist – before she seeks to re-new, re-apply, or applies for a massage therapy license – then Respondent agrees to pay to the Board a \$100 fine.

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

- A. Respondent waives any and all time limitations set forth in the Uniform Licensing Act (ULA), §§ 61-1-1 through 61-1-33, NMSA 1978, as amended, including all rights to have this matter heard within the time frame established in the ULA.
- B. Respondent waives the right to have these matters heard in the manner described in the ULA, including the right to a full evidentiary hearing on the charges made in the complaint against Respondent, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such hearing.
- C. Respondent waives any right to assert a claim of bias or move to excuse any Board member from the Board member's consideration of this Settlement Agreement ("Agreement").
- D. Respondent's waiver of these rights is made knowingly, intentionally, and voluntarily.

4. 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 and all claims potentially arising out of the Board's decision to investigate and take the actions described herein.

5. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed to hearing. If the Board rejects this Agreement, the terms of this Agreement or statements made by the Respondent in support of this Agreement shall not be used against Respondent in a subsequent proceeding concerning the matter resolved by this Agreement.

6. This Agreement is binding upon the Board and the Respondent the date it is signed by the Board Chair.

7. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, a copy of this Settlement Agreement shall be mailed to Respondent by 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.

8. Upon fulfillment of the above requirements the Board shall consider this matter closed and resolved and will contemplate no further action against Respondent for the conduct made the subject matter of this Agreement as long as all provisions of this Agreement are completed in full by Respondent. This Agreement is a settlement of the Board of Massage Therapy Practice, Case No. MT-16-09-COM, and only for the specific allegations contained in the complaint therein.

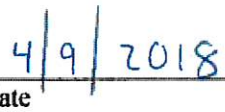
9. Respondent understands and acknowledges that entering into this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

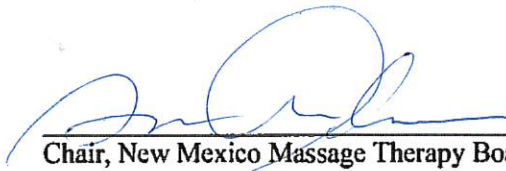
10. Respondent understands and acknowledges that any violations of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent and, at the discretion of the Board, shall constitute a violation of the Massage Therapy Practice Act. In the event Respondent fails to comply with any provisions of this Agreement, an Order to Show Cause may be filed as to why the Board should not find the Respondent in violation of the Agreement and impose any and all lawful sanctions at its disposal including but not limited to revocation, suspension or denial of Respondent's license, restrictions on its scope of practice, imposition of fees, penalties and costs and/or any other disciplinary action authorized pursuant to the Massage Therapy Practice Act and/or the Uniform Licensing Act.

11. This Agreement is a public record within the meaning of the Inspection of Public Records Act, § 14-2-6(E) NMSA 1978, as amended. Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the Massage Therapy Practice Act.

12. Respondent affirmatively states that Respondent has read this entire 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.

  
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Kelly Grace

  
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Date

  
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Chair, New Mexico Massage Therapy Board

  
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Date