

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

IN THE MATTER OF:

**NANCY GRAU,
Psychologist License Number: 0812
Respondent.**

**Case No. PSY-15-15-COM
Complaint No. 2014-12**

STIPULATED SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Board of Psychologist Examiners ("Board"), enters into this settlement agreement with Respondent, Nancy Grau, Ph.D., to resolve alleged violations of the Professional Psychologist Act and Board rules ("Complaint"); and

WHEREAS, Nancy Grau (Respondent) is willing to resolve this matter amicably and without the adjudication of the Notice of Contemplated Action¹ ("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. Respondent was 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. Respondent's license expired on July 1, 2018 and Respondent's license has not been renewed. Respondent understands she may not engage in psychological services in New Mexico without a license.

¹ NCA issued July 18, 2018.
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2. Respondent acknowledges that she is subject to disciplinary action pursuant to NMSA 1978, § 61-9-13, expressly waives her 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 whether the violations alleged occurred. Respondent admits there is evidence to support allegations contained in the Notice of Contemplated Action: 16.22.2.9(A) and 16.22.2.19(E) NMAC. The Board has authority to enforce its regulations. 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 contained in complaints filed in Case No. 14-12 (Complaint) and PSY-15-15-COM. Respondent acknowledged the Board reserves the right to initiate other proceedings for any violation of the act or board regulations, including engaging in psychological services in New Mexico without a license.
4. **This Action.** The Board agrees to take no further action against Respondent with respect to the matters alleged in the above enumerated Complaints and agrees to dismiss provided that:
 - A. Respondent avers that the money due in Complaint No. 2014-12 is subject to discharge in the Notice of Bankruptcy case filed² in the United States Bankruptcy Court Southern District of Ohio or will become subject to discharge upon dismissing the current case and re-filing to include the money due in Complaint No. 2014-12, which Respondent agrees to do.

² <http://ecf.ohsb.uscourts.gov/>
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B. Respondent's psychiatrist (Dr. Kuschnir) and Respondent developed and implemented a medication and therapy plan to sustain Respondent's stability.

C. Respondent medication and treatment plan began on or before March 17, 2017. Respondent avers she has continued with her medication and treatment plan and will continue to do so as provided in paragraph D below.

D. Respondent must agree to continue the implemented medication and therapy plan, which may be modified from time to time in the professional judgment of Dr. Kuschnir, for a minimum period of six months and a maximum period of two years or upon Respondent's release from the implemented medication and therapy plan, after the one year minimum. Any change in providers must be approved by the Board; such change will not be unreasonably denied.

E. Respondent must provide progress reports to the Board on a quarterly basis during the first year.

F. Respondent must provide her written informed consent to her psychiatrist to release confidential information to the Board, including but not limited to Respondent's non-compliance with the implemented medication and therapy plan.

G. Respondent shall not engage in providing psychological services in New Mexico without a license.

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

a. Respondent waives her 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, Respondent understands and agrees that she 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 numbers 2014-12 and PSY 15-15-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 issue a Notice of Contemplated Action in this matter.

10. This Agreement is binding upon the Board and Respondent on the date it is signed by both Respondent and by the Board.

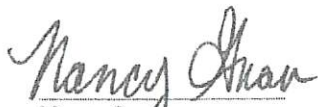
11. Upon the Board Chairperson affixing his signature to this Settlement Agreement (Agreement) indicating the Board's approval of this Agreement, a copy of this Agreement shall be mailed to Respondent by United States Postal Service Certified Mail. Such mailing shall fulfill the Board's obligation to 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 this settlement agreement with the Board shall be a public record, as required by law.

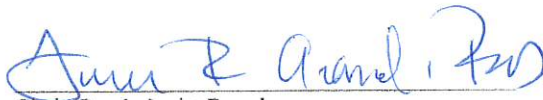
15. Respondent affirmatively states that Respondent has read this entire Settlement Agreement and understands its terms and Respondent's responsibilities and duties. Respondent knowingly, intentionally and voluntarily enters into and executes this Settlement Agreement and affirms that no promises or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


Nancy Grau

Date 6/21/2019



Bob Stinson, Esq. Forensic Psychologist
On behalf of Nancy Grau


Chair, Psychologist Board.

Date: 8/2/2019

Submitted by:

Ismael L. Camacho
Ismael Camacho López AAG
Office of the Attorney General
201 Third Street, Suite 300
Albuquerque NM 87102
Telephone: (505) 717-3510
Email: icamacho@nmag.gov