

**BEFORE THE STATE OF NEW MEXICO
SPEECH LANGUAGE PATHOLOGY AUDIOLOGY AND HEARING AID
DISPENSING PRACTICES BOARD**

IN THE MATTER OF:

**SUSAN KOCIPAK
LICENSE NO. 662**

Case No. SLP-10-03-02

Respondent.

PRE-NCA SETTLEMENT AGREEMENT

WHEREAS, the State of New Mexico Speech Language Pathology Audiology and Hearing Aid Dispensing Practices Board (“Board”) has received a complaint alleging that respondent has failed to complete the required evaluation materials and reports, required documentation and notes on clients assigned to respondent; and

WHEREAS, on April 16, 2010 the Board voted to issue a Notice of Contemplated Action (NCA) with this Pre-NCA Settlement Agreement as proposed early resolution; and

WHEREAS, the parties wish to resolve this matter in an amicable fashion without the need for the issuance of a NCA required under the Uniform Licensing Act, NMSA 1978, § 61-1-4, and without the need for a formal hearing,

IT IS HEREBY AGREED AS FOLLOWS:

1. Jurisdiction. Respondent at all times relevant to these proceedings was a licensee of the Board. The Board has jurisdiction over Respondent and the subject matter.

2. Violations. Respondent acknowledges that this disciplinary action is for the following conduct:

A. Failure to comply with the provisions of the Speech Language Pathology Audiology and Hearing Aid Dispensing Practices Board NMSA 1978, § 61-14B-3 and

16.26.9.8B5 NMAC by Respondent's failure to complete required evaluation materials, reports, and documentation/notes on clients assigned to respondent.

3. Discipline. This Pre-NCA Settlement Agreement ("Agreement") constitutes disciplinary action by the Board against Respondent.

4. Waiver of rights.

A. Respondent waives her rights under the Uniform Licensing Act, including her right to a hearing on the charges made in the complaint against her and her right to judicial review.

B. Respondent's waiver of her rights is made knowingly, intentionally, and voluntarily.

5. Respondent has the right to seek the advice of an attorney regarding this Agreement.

6. Respondent's execution of this Agreement is made knowingly, intentionally, and voluntarily.

7. This Agreement is subject to Board approval. If the Board fails to approve this Agreement, an NCA will be issued in accordance with the Uniform Licensing Act, NMSA 1978, § 61-1-4.

8. Upon execution by both parties, this Agreement is binding upon the Board and Respondent.

9. This Agreement is a settlement of Board case number SLP-10-03-02, and only the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the Speech Language Pathology Audiology and Hearing Aid Dispensing Practices Board or the Rules and Regulations of the Board adopted pursuant to that Act.

10. 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 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 revoking Respondent's license.

11. This Agreement is a public record within the meaning of the Inspection of Public Records Act, NMSA 1978, § 14-2-6(E) (1993). Other data, communications, and information acquired by the Board relating to this matter shall be public as provided by the Speech Language Pathology Audiology And Hearing Aid Dispensing Practices Act.

12. Both the Board and Respondent wish by way of this Agreement to settle and resolve the above matter without further proceedings by issuance of the following order:

Order

The Board shall take no further action against Respondent with respect to the matters in the subject case, provided that Respondent complies with the following:

- A. Respondent shall pay a fine of \$300.00 within thirty (30) days after receipt of this Settlement Agreement signed by both parties; and
- B. Respondent shall accept a letter of reprimand, which will be maintained as part of the licensee file and shall be part of the public record.

IT IS SO STIPULATED AND AGREED:

Susan Kocipatz
Respondent

10/3/11
Date

Wesley Miller
Wesley Miller, Board Chair

10/7/11
Date

