

BEFORE THE NEW MEXICO BOARD OF SOCIAL WORK EXAMINERS

IN THE MATTER OF:

ARIAS LOURDES  
Lic. No. B-06492

Respondent.



Case No.: SW-16-24-COM

STIPULATED SETTLEMENT AGREEMENT

**WHEREAS**, the State of New Mexico Social Work Examiners Board ("Board") received a complaint alleging that Arias Lourdes ("Respondent"), a licensed social worker, committed certain violations of the Social Work Practice Act ("Act") and the Uniform Standards of Professional Appraisal Practice ("USPAP"); and

**WHEREAS**, the Board found sufficient reason to vote to issue a Notice of Contemplated Action ("NCA") in Case No. SW-16-24-COM against Respondent; and

**WHEREAS**, the Board did issue an NCA against Respondent in Case No. SW-16-24-COM; and

**WHEREAS**, Respondent is willing to resolve this matter in an amicable fashion and without the need for a formal hearing as required pursuant to the Uniform Licensing Act ("ULA"); and

**WHEREAS**, Respondent and the Board agree that this is a compromise settlement of a disputed claim; and

**WHEREAS**, the Board believes this Stipulated Settlement Agreement ("Agreement") is appropriate and in the best interests of the Board and Respondent;

**THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Jurisdiction.** Respondent is licensed under the Act and is subject to the jurisdiction of the Board. The Board has jurisdiction over Respondent and the subject matter.
2. **Violations.** Respondent acknowledges that this disciplinary action is based on allegations of violations of NMSA 1978, Section 61-31-17, 16.63.1.8 NMAC, and 16.63.1.11 NMAC.
3. **Discipline.** This Agreement constitutes disciplinary action by the Board against Respondent.
4. **Requirements.** The Board shall take no further action against Respondent with respect to the matters alleged in the complaint, provided that Respondent complies fully with the following:

**USPS TRACKING NUMBER**



A. The Board agrees to allow Respondent to surrender her license in lieu of pursuing this matter further. Respondent's license is currently expired, so no further action is required of her. Should Respondent apply to renew her license in the future, Respondent must appear before the Board to resolve the complaint underlying this matter, SW-16-24-COM.

5. **Waivers.** Respondent acknowledges, agrees, and stipulates that by signing this Agreement she is waiving the following rights as they pertain to the alleged misconduct described herein:

A. Respondent enters into this Agreement voluntarily and waives her 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 her, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such a hearing.

B. Respondent waives any and all time limitations set forth in the Act and the ULA, including all rights to have this matter heard within the time frame established by the Act and the ULA, in order for the Board to consider this Agreement.

C. Respondent waives her right to assert a claim of bias or move to excuse any Board member based upon the Board member's consideration of this Agreement.

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

6. Respondent acknowledges that the Board has the statutory, administrative, and regulatory authority and thereby jurisdiction to investigate and adjudicate allegations of professional misconduct committed by social workers. Upon execution of this Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, refer the matter for issuance of a Notice of Contemplated Action, and take the actions described herein.

7. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed with formal hearing. If the Board rejects this Agreement, the terms of this Agreement or statements made by Respondent in support of this Agreement shall not be used against Respondent in a subsequent proceeding if such concerns the claims alleged in this complaint.

8. This Agreement is binding upon Respondent when it is signed by Respondent and upon the Board when the attending Order validating the terms of the Agreement is signed by the Board Chairperson.

9. Upon the Board Chairperson affixing his signature to the Order indicating the Board's approval of this Agreement, copies of both documents shall be mailed to Respondent by Certified Mail. Mailing shall fulfill the Board's obligation to notify Respondent of the Board's acceptance of the 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.

10. Upon fulfillment of the above requirements, the Board will consider this matter closed and resolved and will contemplate no further action against Respondent's license for the conduct made the subject matter of this Agreement. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar or other misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed through this Agreement and the accompanying Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

11. This Agreement is a settlement of Board case number SW-16-24-COM only and for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the Act and/or the Rules and Regulations adopted by the Board pursuant to the Act. Respondent understands and acknowledges that her action in entering this Agreement is a final act and not subject to reconsideration, judicial review, or appeal.

12. Respondent understands, acknowledges, and stipulates that any violation(s) by Respondent of this Agreement and/or failure to timely comply with the terms and conditions of this Agreement shall be a separate and independent ground for disciplinary action by the Board against Respondent and, at the discretion of the Board, shall constitute a violation of the Act. Such failure will immediately result in the filing of an Order to Show Cause as to why the Board should not find Respondent in violation of the Agreement and why the Board should not impose any and all lawful sanctions at its disposal including, but not limited to, revocation, suspension, or denial of a license, restrictions on scope of practice, imposition of fines, penalties, and costs and/or taking any other disciplinary action authorized by the Act and the ULA.

13. Respondent acknowledges that she has the right to be represented by an attorney and has been given the opportunity to have counsel of her choice review this Agreement.

14. The complaint 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 as provided by the Social Work Practice Act. This document may be posted on the Board's website.

15. Respondent affirmatively states that she has read this entire document and understands her responsibilities and duties in reference to settlement of this matter. Respondent knowingly, intentionally, and voluntarily enters into and executes this Agreement and affirms that no representations have been made to her other than the terms and conditions expressly stated herein.

*Lourdes Arias*

**Arias Lourdes, License No. B-06492**  
**Respondent**

*6 July 2018*  
**Date**

*Roxroy Reid*

**Brahna Wilczynski, Chairman** *Roxroy Reid*  
**Social Work Examiners Board**

*9/17/18*  
**Date**

Prepared by:

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