

**BEFORE THE BOARD OF PHYSICAL THERAPY
FOR THE STATE OF NEW MEXICO**

IN THE MATTER OF:

Case No. PT-18-06-COM

**ANGELITO U. SEPULVIDA, Jr.
License No. PT2971,**

Respondent.

SETTLEMENT AGREEMENT

Whereas, Angelito Sepulvida ("Respondent") is licensed in New Mexico under the Physical Therapy Act ("the Act"), and is subject to the jurisdiction of the New Mexico Physical Therapy Board ("Board"); and

Whereas, the Board received a formal complaint alleging that Respondent has violated the Act; and

Whereas, the Board found sufficient evidence to refer the matter to its administrative prosecutor and request that a Notice of Contemplated Action ("NCA") be issued against Respondent; and

Whereas, the parties are willing to resolve this matter without the need for the issuance of a Notice of Contemplated Action or the time and expense of a formal hearing conducted; and

Whereas, the Board's administrative prosecutor believes that this proposed Settlement Agreement (the "Agreement") is appropriate and in the best interest of the Board:

THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Jurisdiction:** Respondent is licensed by the Board or otherwise subject to the Act and jurisdiction of the Board.
2. **Voluntary Agreement:** Respondent enters into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondent understands that if he rejects this agreement the Board will conduct a formal evidentiary hearing which could result in the Board imposing discipline that is more severe or less severe than the sanctions imposed herein.
3. **Board Approval:** This Agreement requires Board approval. If the Board rejects this Agreement, the Board may proceed with a full evidentiary hearing on a date scheduled by the Board in a subsequent notice. 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 hearing. The approval shall be effective the date this Agreement is signed by the Board or its designee.
4. **Waivers:** If this Agreement is accepted by the Board, Respondent agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017), including but not limited to the right to an evidentiary hearing, the right to discovery, the right to present evidence, the right to call and cross examine witnesses, and the right to judicial review.

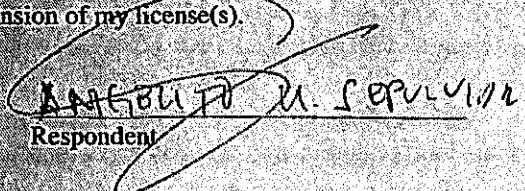
5. Violations: Respondent admits to the following violation(s) of the Act or Board's rules:
 - a. Making misleading, deceptive, untrue, or fraudulent representations, § 61-12D-13(N)
6. Respondent admits that he made a serious error in judgment in an effort on his part to help a patient under unusual circumstances and in not addressing the issue promptly with his supervisor, but denies any intent to commit fraud.
7. Sanctions and Conditions: Respondent agrees to the following disciplinary sanctions and conditions:
 - a. Continuing Education: Respondent shall successfully complete a total of eight contact hours in the continuing education course(s) listed below. Respondent shall obtain prior written approval (email confirmation of such approval is sufficient) for the course(s) from the Board administrator or designee before taking any course. The course(s) shall not be credited toward any other continuing education requirements for Respondent's licensure and Respondent is responsible for any associated costs. Respondent shall submit evidence of the successful completion of the course(s) within six (6) months from the date this Agreement is accepted by the Board. The required courses are:
 - i. Ethics (4-6 contact hours)
 - ii. Best Practices (2-4 contact hours)
 - b. Monitoring: Respondent agrees to quarterly monitoring by his supervisor at work who must submit a report to the Board through Amanda Griego, Compliance Liaison, beginning with the end of the quarterly time period falling immediately after the date of the Board's approval of this agreement, by no later than the end of September, December, March, and June for one year, stating whether Respondent has had any problems with recordkeeping, billing, or reporting requirements.
 - c. Respondent shall notify the Board, in writing, of any and all name, address, phone, and/or e-mail address changes within ten (10) days of the change until he has satisfactorily complied with the conditions in subparagraphs 7(a) and (b).
 - d. Respondent must notify the Board, in writing, of any change in employer within ten (10) days of the change until after having satisfactorily complied with the conditions in subparagraphs 7(a) and 7(b).
 - e. Upon Respondent's satisfactory compliance with the requirements above, all monitoring and other conditions cited above will cease.
 - f. It is not contrary to the public interest for Respondent to practice and/or perform physical therapy under the conditions specified in this Settlement Agreement and Order. Accordingly, it is not the intent of the Board that this Settlement Agreement and Order or the fact that Respondent has been monitored or otherwise disciplined, shall be used as the sole basis for any third party payor to remove Respondent from any list of approved providers.
8. Reportable Discipline: Respondent understands that this Agreement constitutes formal disciplinary action by the Board and that the above violation will be reported to the National Practitioner Data Bank ("NPDB"), pursuant to § 61-12D-5(K), NMSA 1978.

Non-Compliance: Respondent understands that any failure to comply with the terms of this Agreement will result in further Board action. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance. Upon the filing of a Notice of Non-Compliance, the matter shall be scheduled for a future public meeting of the Board, at which time the Board shall hear from Board staff regarding the alleged non-compliance. Respondent shall have the opportunity to address the allegations and offer any other relevant argument or evidence regarding the reasons for non-compliance. Such argument or evidence may be provided in writing prior to the meeting or in person at the Board meeting. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondent's alleged failure to comply with the Agreement. Upon finding such violation occurred, the Board may suspend Respondent's license(s), provided that this suspension may only remain in effect until such time as the Respondent has complied with the terms of this agreement, or take other enforcement action as permitted by law. If Respondent's non-compliance constitute acts that are prohibited under the Board's statute or rules, the Board may also initiate a new disciplinary action and refer that matter for administrative prosecution.

10. **Contact Information:** Respondent shall notify the Board within ten (10) calendar days if there is a change in employment or home address during the term of discipline or prior to completion of any conditions stated herein.
11. **Public Record:** This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the New Mexico Inspection of Public Records Act ("IPRA"), NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2018). The Board may also publish this Agreement or a summary of the Agreement to the public, which may include posting to the Board's website.
12. **Full Compliance and Final Disposition:** Upon Respondent's satisfactory completion of the terms of this agreement, the case will be deemed closed for administrative purposes without the filing of an order or official vote of the Board. However, this matter may still constitute disciplinary action as provided herein for purposes of Respondent's record with the Board.

I understand and have read this document and hereby agree to the terms of this Agreement freely and voluntarily. I understand that by entering into this Agreement I am giving up my rights under the Uniform Licensing Act, including my right to an evidentiary hearing on the merits of the alleged violations.

I understand that if the Board accepts this Agreement, I am required to comply with the terms stated herein, and that failure to comply with the Agreement may subject me to further discipline, including temporary suspension of my license(s).


Respondent

7/18/19
Date

Respondent's Attorney (if any)

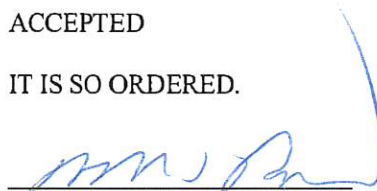
Date

ORDER

This document is not valid unless it is accepted by vote of the Board. Having come before the Board during a properly scheduled public meeting, with a quorum present and majority voting in the affirmative, this Agreement is:

_____ ACCEPTED

IT IS SO ORDERED.



Pattillo, Chair
Physical Therapy Board

10-17-19
Date