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BEFORE THE STATE OF NEW MEXICO
BOARD OF DENTAL HEALTH CARE

IN THE MATTER OF:)
)
LORETTA FUDZINSKI)
LICENSE NO. DH1036)
)
Respondent.)

Case No.: 13-20-COM

SETTLEMENT AGREEMENT

WHEREAS the New Mexico Board of Dental Health Care ("Board") received a complaint on February 20, 2013, alleging that LORETTA FUDZINSKI ("Respondent") forwarded records to another dentist without a patient's knowledge, billed a patient for treatment that did not occur, supervised work by a dentist that radiographs show were never restored and still have decay; and

WHEREAS, on April 25, 2014, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Action ("NCA"), against Respondent licensee due to the issues raised in the complaint; and

WHEREAS, the Board and Respondent are willing to resolve these matters in an amicable fashion and without the need for a formal hearing on each matter; and

WHEREAS, the Board believes that this Settlement Agreement ("Agreement") is appropriate and in the best interest of both the Board and the Respondent;

THEREFORE IT IS HEREBY AGREEMENT AND STIPULATED AS FOLLOWS:

1. **Jurisdiction:** Respondent, at all times material to the allegations set forth in NCA was licensed as a dental hygienist under the Dental Health Care Act, NMSA 1978, §61-5A-1 through §61-5A-30 (2009) and is subject to the Board. The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations:** Respondent acknowledges that this disciplinary action is for alleged violations of 2003 NMSA 1978 §61-5A-21(A)(5) and (A)(7) and (A)(10) and Regulations 16.5.16.10(A)(B)(15) and (B)(13) NMAC (09/13/69 as amended through 01/09/12) pursuant to ADA Rule §5.

3. **Discipline:** This Agreement constitutes disciplinary action by the Board against Respondent.

4. **Action:** The Board shall take no further action against Respondent with respect to the matters in this subject case, provided Respondent complies completely with the following:

A. Respondent shall pay One Thousand Dollars (\$1,000.00) as a fine within thirty (30) days of receipt of the Order signed by the Board Chair indicating Board approval of this Agreement. Payment shall be made by cashier's check or money order to the following address:

New Mexico Board of Dental Health Care
c/o Compliance Liaison
Toney Anaya Building
2550 Cerrillos Rd., Second Floor
Santa Fe, New Mexico 87505

B. Respondent shall take and pass the New Mexico Dental Jurisprudence Examination. The exam must be taken, returned to the Board and receive a passing score within thirty (30) days of receipt of the Order signed by the Board Chair indicating Board approval of this Agreement. Respondent must achieve a passing score of at least 75%. Recognizing that the Board must correct and provide notice to Respondent as to successfully passing the exam within the time limitation above, Respondent shall ensure that the completed test is received by the Board within the prescribed time limitations.

C. Respondent shall take eight (8) hours of Board approved Continuing Education in ethics to be completed within ninety (90) days of receipt of the Order signed by the Board Chair

indicating Board approval of this Agreement. All such Continuing Education can be taken on-line. If a course is taken on-line, Respondent shall submit evidence of successfully passing the post-test requirements. Respondent shall provide documentary proof of successful completion of all required Continuing Education hours, provided by the instructor or course provider of each course, to the Board with ninety (90) days of her receipt of the Order signed by the Board Chairperson.

D. Respondent shall be responsible for all costs associated with complying with these terms.

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

A. Respondent waives any and all time limitations set forth in the ULA, including all rights to have this matter heard within the time frame established in the ULA.

B. Respondent enters into this Agreement voluntarily and waives her right to have these matters heard in the manner described in the ULA, NMSA 1978, Section 61-1-1 through Section 61-1-33 (2003), 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 hearing.

C. Respondent's waiver of these rights is made knowingly, intentionally, and voluntarily.

6. **Acknowledgment of Board Authority:** 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 dental hygienists, NMSA 1978, §61-5A-1 through §61-5A-30 (2003). Upon execution of this Agreement, Respondent releases the

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

7. This Agreement is subject to approval by the Board. If the Board rejects this Agreement, the terms of this Agreement or statements made by any party relating to this Agreement shall **not** be used against either party in a subsequent proceeding, if such concerns the claims alleged in this complaint. Any subsequent proceeding shall be conducted by an independent, unbiased hearing officer, who shall decide the merits of this case.

8. This Agreement is binding upon the Board and the Respondent only after it is signed by the Respondent, and the attending Order validating the terms of the Agreement is signed by the Board Chair.

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's counsel by Certified Mail. Such mailing shall fulfill the Board's obligation to notify Respondent of the Board acceptance of this Agreement. The time limitations for Respondent's compliance with the requirements of this Agreement shall commence ten business days after said mailing by the Board as such date shall be deemed receipt by Respondent of this Agreement and the signed Order.

10. This Agreement is a settlement of the New Mexico Board of Dental Health Care Case Number 13-20-COM, and only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the New Mexico Dental Health Care Act or the Rules and Regulations of the Board adopted by the Board pursuant to that Act and/or the ULA. Respondent understands and acknowledges that her action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

11. Upon fulfillment of the above requirements, the Board shall 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 as long as all provisions of this Agreement are completed in full by Respondent.

12. Respondent understands, acknowledges and stipulates 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 Dental Health Care Act. In the event Respondent fails to comply with any provision of this Agreement, an Order to Show cause shall be filed as to why the Board should not find the Respondent in violation of this 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 her scope of practice, imposition of fees, penalties and costs and/or any other disciplinary action authorized pursuant to the New Mexico Board of Dental Health Care Act and/or the Uniform Licensing Act.

13. The complaint, this Agreement and the attending Order are public records 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 Dental Health Care Act. This matter may be reported on the Board's website.


14. Respondent is represented by Nicholas R. Gentry, LLC, and she acknowledges that she has had the opportunity to discuss with counsel her decision to enter into this Agreement.

15. Respondent affirmatively states that she has read this entire Agreement and understands her responsibilities and duties in reference to settlement of this matter. Respondent agrees and stipulates to all the terms of this Agreement. She knowingly, intentionally and


voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made to her other than the terms and conditions expressly stated herein.

16. The Board acknowledges that Respondent disputes the Board's allegations, and by agreeing to this Agreement, Respondent does not admit fault or negligence of any kind.

17. Respondent and the Board shall bear their own costs and attorney's fees incurred in this proceeding, except as stated in paragraph 4(D) of this Agreement.


Loretta Hudzinski - DH1036
Respondent
6268 Apache Plume Rd.
Rio Rancho, NM 87144

12-4-15
Date


Charles Schumacher DDS, Board Chair
New Mexico Board of dental Health Care
P.O. Box 25101
Santa Fe, NM 87505
(505) 476-4680

1/29/16
Date