

**BEFORE THE STATE OF NEW MEXICO  
BOARD OF DENTAL HEALTH CARE**

<b>IN THE MATTER OF:</b>	)	
	)	
<b>EDDIE O. ROMERO, D.D.S.</b>	)	<b>Case No. 11-09-COM</b>
<b>LICENSE NO. DD1166</b>	)	
	)	
<b>Respondent.</b>	)	

**STIPULATED AGREEMENT**

**WHEREAS** the New Mexico Board of Dental Health Care (“the Board”) has received a complaint filed against Eddie O. Romero, D.D.S. (“Respondent”) on February 1, 2011, alleging that Respondent was “grossly incompetent” or “grossly negligent” in the treatment and placement of dentures and negligent supervision of his dental assistant in reference to treatment of Patient E.R.; and

**WHEREAS**, Respondent is willing to resolve this matter in an amicable fashion and without the issuance of a Notice of Contemplated Action (“NCA”) as required under the Uniform Licensing Act (“ULA”), and without the need for a formal hearing; and

**WHEREAS**, the Board believes that this Stipulated Agreement (“Agreement”) is appropriate and in the best interests of both the Board and Respondent,

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **Jurisdiction:** Respondent, at all times material to the allegations set forth in the complaint filed with the board, was licensed under the Dental Health Care Act, NMSA 1978, Section 61-5A-1 through Section 61-5A-30 (2003) and is subject to the jurisdiction of the New Mexico Board of Dental Health Care (“Board”).

2. **Violations:** Respondent acknowledges that in his treatment of patient E.R. he failed provide properly fitting dentures, to perform an adequate buildup of #27 and failed to adequately supervise his dental assistant. Respondent acknowledges that in his treatment of patient E.R. he significantly departed from the prevailing standard of care in violation of NMSA 1978, Section 61-5A-21 (A) (3) (2003), NMSA 1978, Section 61-5A-21 (A) (5) (2003), NMSA 1978, Section 61-5A-21 (A) (7) (2003), Regulation 16.5.16.10 (A) NMAC (09/13/69 as amended through 07/19/10) and Regulation 16.5.16.10 (B) (20) NMAC (09/13/69 as amended through 07/19/10).

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

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

A. Respondent shall refund patient the total amount patient paid to Respondent less the cost of the extraction of #26.

B. Respondent shall pay a one thousand dollar (\$1,000.00) fine to the Board.

C. All fines and payments required to be paid shall be paid in full within **four (4) months** of the Respondent's receipt of the signed Agreement, signed by the Respondent and the Board.

D. Respondent shall take and pass the New Mexico Dentist Jurisprudence Examination. The exam must be taken, with a passing score of at least 75%, within **thirty (30) days** of receipt of the Settlement Agreement, signed by the Respondent and the Board.

E. Respondent shall provide to the Board documentary proof of timely compliance with all of these requirements.

5. Upon fulfillment of the above listed items, the Board will consider this matter closed and will contemplate no further action against Respondent's license for the conduct made the subject matter of this agreement.

6. **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 his right to have this matter 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 him, the right to confront and cross-examine witnesses, and the right to appeal any decision of the Board following such hearing.

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

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

7. Respondent has the right to representation by an attorney.

8. 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, propose to file a Notice of Contemplated Action, and take the actions described herein.

9. This Settlement Agreement is subject to approval by the Board. If the Board rejects this Agreement, the Board may proceed with an NCA. The terms of this Agreement or statements made by the Respondent in support of this Agreement shall **not** be used against Respondent.

10. This Settlement Agreement is binding upon the Board and Respondent.

11. Failure to comply with the terms and conditions of this Settlement Agreement shall be separate and independent grounds for disciplinary action by the Board against Respondent. In the event Respondent fails to comply with the provisions of this Settlement Agreement, the Board shall have the right to take such action against Respondent as it deems appropriate under the circumstances, including the revocation of Respondent's license.

12. This Stipulated Agreement is a settlement of New Mexico Board of Dental Health Care Case Number 11-09-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 pursuant to that Act.

13. The complaint and this Settlement Agreement 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.

14. Respondent has knowingly, intentionally, and voluntarily executed this

Stipulated Agreement.

Eddie Romero, DDS

5-3-12

Eddie O. Romero D.D.S.

Date

Respondent

9212 Montgomery Blvd. N.E.

Albuquerque, New Mexico 87111

(505) 292-2128

