

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

IN THE MATTER OF:)	
)	
THOMAS SCOTT BARTON DDS)	Case No. 11-84-COM
LICENSE NO. DD2225)	
)	
Respondent.)	

STIPULATED AGREEMENT

WHEREAS the New Mexico Board of Dental Health Care (“the Board”) received a complaint against Thomas Scott Barton D.D.S. (“Respondent”) on October 14, 2011 alleging that he failed to report action taken against his license in another state; and

WHEREAS, on January 27, 2012, the Board found sufficient reason to unanimously vote to issue a Notice of Contemplated Action (“NCA”), against licensee; and

WHEREAS, Respondent is willing to resolve these matters in an amicable fashion and without the issuance of each NCA as required under the Uniform Licensing Act (“ULA”), and without the need for a formal hearing on each matter; 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 complaints filed with the board, was licensed under the Dental Health Care Act, NMSA 1978, Section 61-5A-1 through Section 61-5A-30 (2009) and is subject to the

jurisdiction of the New Mexico Board of Dental Health Care (“Board”). The Board has jurisdiction over the Respondent and the subject matter.

2. **Violations:** Respondent acknowledges that this disciplinary action is for a violation of NMSA 1978, § 61-5A-21 (A) (5) (2003), NMSA 1978, § 61-5A-21 (A) (7) (2003), Regulation 16.5.3.8 (D) NMAC (05/31/95 as amended through 07/19/10), Regulation 16.5.16.10 (B) (16) NMAC (09/13/69 as amended through 07/19/10), and Regulation 16.5.16.10 (B) (19) 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 these subject cases, provided Respondent complies completely with the following:

A. Respondent shall pay one thousand dollars (\$1,000.00) as a fine with five hundred dollars (\$500.00) to be paid within thirty (30) days of receipt of the Order signed by the Board Representative indicating Board approval of this Stipulated Agreement and five hundred dollars (\$500.00) to be paid within sixty (60) days of receipt of the Order signed by the Board Representative indicating Board approval of this Stipulated Agreement.

B. Respondent shall take and pass the New Mexico Dentist Jurisprudence Examination. The exam must be taken and returned to the Board with Respondent receiving a passing score of at least 75%, within thirty (30) days of receipt of the Order signed by the Board Representative indicating Board approval of this Stipulated Agreement. 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 report any and all action taken against the Respondent in any state since his completion of dental school through the date of his submission to the Board of said report within thirty (30) days of receipt of the Order signed by the Board Representative indicating Board approval of this Stipulated Agreement.

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 his 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 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 Agreement;

D. Respondent's waiver of these rights 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 Dentists. 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 Board may proceed with an NCA based on the complaint. If the Board rejects this Agreement, the terms of this Agreement or statements made by the 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 the Board and the Respondent when it is signed by the Respondent and the attending Order, validating the terms of the Agreement, is signed by the Board Representative.

9. Upon the Board Representative affixing her/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's acceptance of this Agreement. The time limitations for Respondent's compliance with the requirements of this Agreement shall commence five 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 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. 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 New Mexico Board of Dental Health Care Case Number 11-84-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 his action in entering this Agreement is a final act and not subject to reconsideration, judicial review or appeal.

12. 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 provisions of this Agreement, an Order to Show Cause shall be filed as to why the Board should not find the Respondent in violation of the 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 his 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.

14. Respondent is represented by Mr. Paul Bishop and acknowledges that he had had the opportunity to discuss with counsel his decision to enter into this Stipulated Agreement and after consultation enters into this agreement of his own free will.

15. Respondent affirmatively states that he has read this entire document and understands his responsibilities and duties in reference to settlement of this matter. Respondent agrees and stipulates to the terms of this agreement. He knowingly, intentionally and voluntarily enters into and executes this Agreement and affirms that no promises or representations have been made to him other than the terms and conditions expressly stated herein.



Thomas Scott Barton- DD2225
Respondent
19218 Autumn Garden.
San Antonio, Texas 78258
(210) 416-8672

3-7-2013
Date

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IN THE MATTER OF:)
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THOMAS SCOTT BARTON DDS) Case No. 11-84-COM
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)
Respondent.)

ORDER

This matter having come before the State of New Mexico Board of Dental Health Care on _____
JAN. 25, 2013 and with a quorum being present and a majority voting for the action
designated below, this Stipulated Agreement is:

Accepted

Rejected

By: 
Jessica Brewster - Board Chairperson
New Mexico Board of Dental Health Care
P.O. Box 25101
Santa Fe, New Mexico 87505
(505) 476-4680

3-22-13
Date