

**BEFORE THE NEW MEXICO BOARD OF  
OSTEOPATHIC MEDICAL EXAMINERS**

**IN THE MATTER OF:**

**ROBERTA LEE FENNIG, D.O.  
12-13  
LICENSE NO. A-1677-12**

**Case No. O-AMA-**

**Respondent.**

**SETTLEMENT AGREEMENT**

**WHEREAS** the New Mexico Board of Osteopathic Medical Examiners (“the Board”) received a complaint alleging that Respondent Roberta Lee Fennig, D.O. had engaged in conduct in violation of the Rules and Regulations governing the practice of osteopathy in New Mexico;

**WHEREAS** the Board issued a Notice of Contemplated Action against Respondent in this matter;

**WHEREAS** the Board desires to resolve this matter in a way that maintains consistency with licensing boards in other States; and

**WHEREAS** the parties wish to resolve this matter in an amicable fashion without the need for a formal hearing and believe that this Settlement Agreement is appropriate and in the best interests of both the Board and Respondent;

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Respondent was, at all relevant times, a licensee of the Board. The Board has both personal and subject matter jurisdiction in this matter.
2. Respondent acknowledges that this disciplinary action is for an alleged violation of NMSA 1978, §§ 61-10-15.

3. Respondent acknowledges that she entered into an agreement with the Texas Medical Board concerning the prescription of opiates to patients.

4. The Board shall take no further action against Respondent with respect to the matters in the subject case provided that Respondent meet the following terms and obligations:

a. Respondent shall not treat any chronic pain patients with the use of controlled substances. For purposes of this Agreement, "chronic pain" means a state in which pain persists beyond the usual course of an acute disease or healing of an injury and may be associated with a chronic pathological process that causes continuous or intermittent pain over months or years. Respondent shall refer chronic pain patients requiring the use of controlled substances to another appropriate practitioner within two weeks of the discovery that the patient suffers from chronic pain that requires the use of controlled substances. Respondent may treat acute pain, and may do so with pain management medication, including opioids, benzodiazepines, barbiturates, and carisprodol. Such prescriptions shall be made only for immediate need (meaning for use by the patient over a period of 72 hours or less) and only on a one-time basis, with no refills or additional prescriptions for any patient.

b. Respondent shall be subject to monitoring by the Board for a period of one year. The Board will select a monitor, who shall have expertise in a similar specialty area as Respondent. The Board can change the monitor at any time for any reason. Every three months for the duration of the year during which Respondent will be subject to monitoring by the Board, the monitor will evaluate the medical and billing records associated with at least 20 patients seen by Respondent during the previous three months. Respondent shall prepare and provide those records to the monitor. The monitor will: (1) review the selected records to determine whether Respondent has provided appropriate documentation and whether Respondent's treatment has met the applicable standard of care; (2) prepare written reports

concerning any perceived deficiencies identified by that review; and (3) perform any other duty that the Board determines, in writing, will assist in the effective monitoring of Respondent's practice.

c. The Board will provide to Respondent a copy of any monitor's report that identifies perceived deficiencies in Respondent's treatment of patients. To the extent the monitor has made recommendations concerning ways Respondent may address those deficiencies, Respondent will implement any such recommendations adopted by the Board.

d. The monitoring described in paragraphs (b) and (c) above shall begin within 30 days of the effective date of this agreement. Respondent shall be responsible for paying to the Board the costs associated with such monitoring. The Board will provide to Respondent an invoice or the substantial equivalent showing those costs, and will do so at an interval of the Board's choosing.

5. Respondent shall not treat or otherwise serve as a physician for Respondent's immediate family, and Respondent shall not prescribe, dispense, administer, or authorize controlled substances to Respondent or Respondent's immediate family. Respondent may self-administer or administer to Respondent's immediate family only such drugs as prescribed by another physician for legitimate medical purposes and in compliance with the orders and directions of such physician.

6. Respondent agrees to the following waivers:

a. Respondent has waived any applicable time limitations set forth in the Uniform Licensing Act;

b. Respondent understands that she has a statutory right to a hearing on the allegations made against her in the complaint and Notice of Contemplated Action, and that she

would have the right to appeal any decision of the Board following such a hearing, and she hereby waives these rights;

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

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

7. Respondent has the right to be represented by an attorney.

8. Respondent has knowingly, intentionally, and voluntarily executed this Settlement Agreement.

9. Upon execution of this Settlement Agreement, Respondent releases the Board from any and all claims arising out of the Board's decision to investigate the complaint, file a Notice of Contemplated Action, and take the actions described herein.

10. This Settlement Agreement is subject to approval by the Board.

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

12. 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.

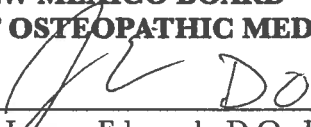
13. This Settlement Agreement is a settlement of New Mexico Board of Osteopathic Medical Examiners Case No. O-AMA-12-13, and is effective only for the specific allegations contained therein. The Board reserves the right to initiate proceedings for any other violations of the statutes and regulations governing the practice of osteopathy in New Mexico.

14. 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).

**IT IS THEREFORE SO ORDERED.**

Signed this 22 day of December, 2014.

**NEW MEXICO BOARD  
OF OSTEOPATHIC MEDICAL EXAMINERS**

  
By: Jeremy Edmonds, D.O., Professional Member  
New Mexico Board of Osteopathic Medical Examiners  
2550 Cerrillos Road, Second Floor  
Santa Fe, NM 87505

**RESPONDENT**

Roberta L Fennig D.O.      **Date:** 11/18/2014

Roberta Lee Fennig, D.O.  
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