

Commonwealth of Kentucky
Kentucky Board of Dentistry
312 Whittington Parkway, Suite 101
Louisville, Kentucky 40222

RECEIVED
MAR 17 2010
KBD

Agency Case Number 08-91-D

Kentucky Board of Dentistry

Complainant

v.

Order

Harold T. Wilkerson, D.M.D.
(License No. 6182)

Respondent

* * * * *

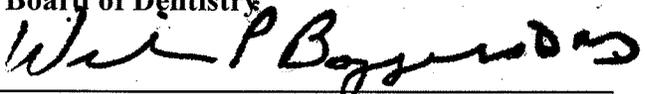
The Kentucky Board of Dentistry, having met on March 13, 2010, and having voted upon the above-styled case, hereby adopts and incorporates the attached Settlement Agreement.

It is so ordered.

Dated this 17th day of March, 2010.

Kentucky Board of Dentistry

By:


William Boggess, D.M.D., President

Certificate of Service

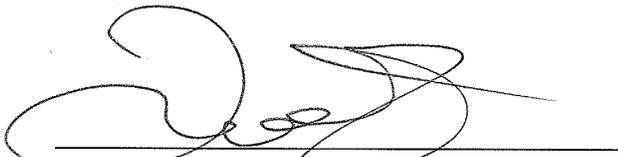
I hereby certify a true and accurate copy of the foregoing Order and Settlement Agreement was mailed, first-class postage prepaid, this 17th day of March, 2010, to:

Harold T. Wilkerson, D.M.D.
227 West Main Street
Campbellsville, Kentucky 42718
Respondent

Mark Brengelman, Assistant Attorney General
Office of the Attorney General
700 Capitol Avenue, Room 118
Frankfort, Kentucky 40601-3449
Counsel for Board

W.M. Hall, Jr.
Post Office Box 4099
Campbellsville, Kentucky 42718
Attorney for the Respondent

William A. Bausch
Kentucky Law Group, PLLC
Post Office Box 21888
Lexington, Kentucky 40522-1888


Brian K. Bishop, Executive Director

**Commonwealth of Kentucky
Kentucky Board of Dentistry
312 Whittington Parkway, Suite 101
Louisville, Kentucky 40222**

Agency Case Number 08-91-D

Kentucky Board of Dentistry

Complainant

v.

Settlement Agreement

**Harold T. Wilkerson, D.M.D.
(License No. 6182)**

Respondent

* * * * *

Whereas, the Kentucky Board of Dentistry (hereafter “Board”) having filed a Notice of Administrative Hearing and Order dated August 11, 2009, alleging Harold T. Wilkerson, D.M.D., 227 West Main Street, Campbellsville, Kentucky 42718 (hereafter “Respondent”), has acted in violation of KRS Chapter 313, for which disciplinary action may be taken pursuant to KRS 313.130(3) and (4);

Whereas, for the purposes of this Settlement Agreement, the Respondent admits the Board would be able to prove by a preponderance of the evidence at an administrative hearing:

- 1) One (1) count of a violation of KRS 313.130(3) and (4) by violating 201 KAR 8:430 § 2(4) by failing to keep written dental records and medical history records which justify the course of treatment of the patient.

Whereas, the Respondent denies violating the following, but admits the Board had probable cause to bring a charge for the following violation:

- 2) One (1) count of a violation KRS 313.130(3) and (4), and 201 KAR 8:430 Section 2(18)(b), by violating an administrative regulation of the Board, 201 KAR 8:135 Section 1(1), by delegating to competent dental auxiliary those procedures for which the dentist exercises direct supervision and full responsibility, as long as the delegated powers do not include any of the

following: those procedures which require professional judgment and skill, such as diagnosis and treatment planning and the cutting of hard and/or soft tissues.

Whereas, the parties mutually desire to settle the issue in an expeditious manner, without the need for a formal hearing;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this agreement. The Respondent has freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of the Respondent's rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the charges, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Circuit Court of the county in which the Board met as otherwise allowed by KRS 313.150(3). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

Jurisdiction

The Respondent acknowledges that the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement. The Respondent also acknowledges that the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's license to practice dentistry upon proof of any allegations pending against the Respondent.

The Respondent acknowledges that the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board.

Publication of Settlement

The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands that the Board is free to make any use it deems appropriate of the contents of this agreement which shall include the Board's ability to share the content of this Settlement Agreement with any governmental or professional Board or organization and Board newsletter under 201 KAR 8:400 § 5 or availability via the Board's website.

Effect Upon Licensure Status: Reprimand; Fine; Costs; Continuing Education

It is stipulated as the agreed upon disciplinary action:

1) the Respondent's license to practice dentistry in the Commonwealth of Kentucky shall be reprimanded, with this Settlement Agreement constituting the reprimand, and;

2) the Respondent shall pay a fine in the amount of \$500.00 and costs in the amount of \$500.00 by certified check or money order made payable to the "Kentucky Board of Dentistry" and mailed or delivered to the Board at 312

Whittington Parkway, Suite 101, Louisville, Kentucky 40222, on or before thirty (30) days from the date of entry of an Order of the Board adopting this Settlement Agreement, and;

3) the Respondent shall successfully complete within ninety (90) days of the date of entry of an order of the Board adopting this Settlement Agreement, the following:

A) a Board-approved, continuing dental education course of at least ten (10) clock hours covering: i) dental and medical record keeping, and; ii) clinical skills for the general dentist including office policies and procedures and the use of dental auxiliary personnel, from any of the following providers: Oral Health Enrichment, LLC, Woodmere Village, Ohio, or any other provider pre-approved by the Board, such as a university's school or college of dental education accredited by the Council on Dental Education of the American Dental Association.

4) the Respondent shall also file written proof of the completion of A(i) and (ii), above, to be filed with the Board within ten (10) days of its completion, said continuing dental education course to be in addition to the hours otherwise required by 201 KAR 8:140 for the renewal of the Respondent's dental license for the current renewal cycle 2008-2009 or the next renewal cycle 2010-2011.

This is the Respondent's fourth disciplinary action.

Enforcement of Settlement Agreement

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement constitutes misconduct for which the Board may impose additional disciplinary action after notice and opportunity to be heard. The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, if the Board finds, after notice and opportunity to be heard, that the Respondent has failed to comply with any provision of this Settlement Agreement.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent for the Respondent personally, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of

Dentistry, and the Kentucky Attorney General and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

Acceptance by the Board

It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Kentucky Board of Dentistry at the next regularly-scheduled meeting of the Board.

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing on the accusations against the Respondent may be scheduled. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the disciplinary accusation if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Settlement Agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become

effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

Cooperation with the Board

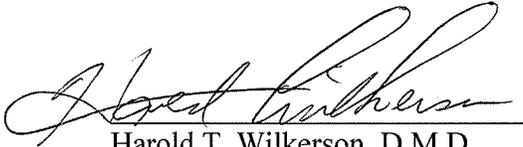
The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement. The Respondent has volunteered to, and shall make available to, any member or agent of the Board any document or information deemed reasonably necessary by the Board, its members or agents, to monitor compliance with all terms of this Settlement Agreement, including appropriate signed releases.

Complete Agreement

This Settlement Agreement consists of six (6) pages and a seventh (7th) signature page and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

Kentucky Board of Dentistry



Harold T. Wilkerson, D.M.D.
227 West Main Street
Campbellsville, Kentucky 42718
Respondent

Date: 1-20-10



W.M. Hall, Jr., PSC
Post Office Box 4099
Campbellsville, Kentucky 42718
Attorney for Respondent

Date: 1/20/10

By:



Mark Brengelman
Assistant Attorney General
Office of the Attorney General
Capitol Building, Room 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449
Counsel for the Board

Date: March 13, 2010