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

Agency Case Number 10-116  
Administrative Action No. 10-KBD-\_\_\_\_\_

Kentucky Board of Dentistry

Complainant

v.

**Settlement Agreement**

Kenneth R. Estes, D.M.D.  
(License No. 3326)

Respondent

\* \* \* \* \*

**Whereas**, the Kentucky Board of Dentistry (hereafter "Board") having information upon investigation of an initiating complaint that Kenneth R. Estes, D.M.D. (hereafter "Respondent"), 22 Erlanger Road, Erlanger, Kentucky 41018, has acted in violation of KRS Chapter 313, for which disciplinary action may be taken pursuant to KRS 313.080 (2)(a), (c) and (f) and KRS313.100(2);

**Whereas**, the Respondent admits for the purposes of this Settlement Agreement the Board would be able to prove as follows:

- 1) At least one (1) count of a violation of KRS 313.080 (2)(a) by violating a provision of KRS 313.080 and/or an administrative regulation of the Board, and;
- 2) At least one (1) count of a violation of KRS 313.080(2)(c) by billing for services not rendered which is inconsistent with the practice of dentistry, and;
- 3) At least one (1) count of a violation of KRS 313.080(2)(c) by failing to keep essential written dental records and medical history records which justify the course of treatment of the patient and the subsequent billing of services rendered, and;

**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 313.090(19). 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. 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 the allegations in the Formal Complaint 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 shall publish or report the contents of this Settlement Agreement in accordance with KRS 090(20).

### **Effect Upon Licensure Status: Fine; Costs, and; Proof of Make-Up Continuing Dental Education**

It is stipulated as the agreed upon disciplinary action:

1) The Respondent shall pay directly to the Board within ninety (90) of the date of entry of an Order of the Board adopting this Settlement Agreement the amount of \$3,000.00 as a fine and his portion of investigative costs associated with the prosecution of this action. The Respondent shall make this payment by check/cashier's check or money order, which must contain the Respondent's license number, case number, and payment number if paying on installment, made payable to the "Kentucky Board of Dentistry," and mailed or delivered to the Board at 312 Whittington Parkway, Suite 101, Louisville, Kentucky 40222-4925.

2) The Respondent shall successfully complete, within ninety (90) days of the date of entry of an Order of the Board adopting this Settlement Agreement, a Board approved dental education course of at least eight (8) hours in medical and dental record keeping, with written proof of such completion filed with the Board. It is understood that said continuing education course is to be in addition to the hours otherwise required by 201 KAR 8:530, Section 9. It is understood that said continuing education course is to be in addition to the hours otherwise required by 201 KAR 8:530, Section 9 and/or 201 KAR 8:531 (E/O), Section 9.

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, a Board approved dental education course of at least eight (8) hours in dental jurisprudence and professional ethics, with written proof of such completion filed

with the Board. It is understood that said continuing education course is to be in addition to the hours otherwise required by 201 KAR 8:530, Section 9.

4) The Respondent may complete the following continuing dental education course(s) at the Respondent's cost as pre-approved by the Board to satisfy the deficiency from the following provider according to the following schedule -- Oral Health Enrichment, LLC, Woodmere Village, Ohio:

- A) 8 hours: dental jurisprudence and professional ethics, and;
- B) 8 hours: medical and dental record keeping.

5) 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 jurisprudence examination for the Commonwealth of Kentucky.

**Enforcement of Settlement Agreement – Late Penalty for Overdue Costs/Fines**

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement constitutes misconduct for which the Board may take 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, the Respondent has failed to comply with any provision of this Settlement Agreement.

In addition to any of the remedies above, the Respondent agrees the Board shall assess a late penalty of \$10% of the outstanding balance owed by Respondent for each month the Respondent fails to pay in full the amount set forth in ¶ 1, above, beginning ninety (90) days from the date of entry of an Order of the Board adopting this Settlement Agreement, and assessed on the first of each month thereafter until the full amount set forth in ¶ 1, above, and any late penalties, are paid in full.

**Enforcement of Settlement Agreement and  
Immediate, Temporary Suspension of License**

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement constitutes misconduct for which the Board, its Law Enforcement Committee, or its Executive Director, shall issue an immediate, temporary suspension of the Respondent's dental license for a period of not less than twelve (12) months, and a fine of not less than \$500.00 as administrative costs of the Board, prior to a hearing with the right to appeal such action as provided under KRS 13B.125.

The Respondent agrees to indemnify the Board for any costs, court 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 with a recommendation for approval from the Board's attorney and Law Enforcement Committee 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 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**

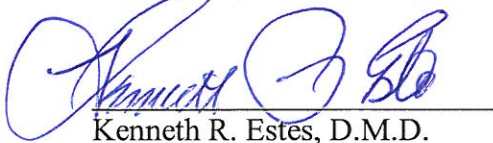
The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement.



**Complete Agreement**

This Settlement Agreement consists of seven (7) pages, 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:**



Kenneth R. Estes, D.M.D.  
22 Erlanger Road  
Erlanger, Kentucky 41018  
*Respondent*

Date: Feb 10, 2011

**Kentucky Board of Dentistry**

By: 

William A. Bausch,  
General Counsel  
Kentucky Board of Dentistry  
312 Whittington Pkwy., Suite 101  
Louisville, Kentucky 40222  
*Counsel for the Board*

Date: Feb 14, 2011