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

Agency Case Number 09-\_\_\_\_\_

Kentucky Board of Dentistry

Complainant

v.

**Order**

G. Keith Miller, D.M.D.  
(License No. 5935)

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 17<sup>th</sup> day of March, 2010.

Kentucky Board of Dentistry

By:

  
William Boggess, D.M.D., President

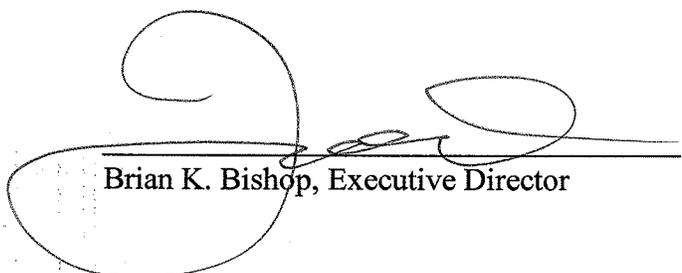
**Certificate of Service**

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

G. Keith Miller, D.M.D.  
Post Office Box 1359  
Grayson, Kentucky 41164  
*Respondent*

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

James W. Lyon, Jr., Attorney at Law  
Lyon & Lyon, PLLC  
Post Office Box 675  
302 Main Street  
Greenup, Kentucky 41144-0675  
*Attorney for the Respondent*

  
Brian K. Bishop, Executive Director

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

**Agency Case Number 09- 077**

**Commonwealth of Kentucky,  
Board of Dentistry**

**Complainant**

v.

**Settlement Agreement**

**G. Keith Miller, D.M.D.  
(License No. 5935)**

**Respondent**

\* \* \* \* \*

**Whereas**, the Kentucky Board of Dentistry (hereafter "Board") having information upon receipt of a report regarding G. Keith Miller, D.M.D., Post Office Box 1359, Olive Hill, Kentucky 41164 (hereafter "Respondent"), that the Respondent has acted in violation of KRS Chapter 313, for which disciplinary action may be taken pursuant to KRS 313.130;

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

- 1) The Board would be able to prove one (1) count of a violation of KRS 313.130(5) for addiction to a drug habit.

**Whereas**, the Board acknowledges the Respondent's cooperation in this matter, including the Respondent's subsequent treatment in an in-patient program approved by the Board's Well-Being Committee, as well as the Respondent's voluntarily agreeing not to practice dentistry until completion of such in-patient program and a reasonable period of sobriety thereafter, and the Respondent's entering into a contract for sobriety with the Board's Well-Being Committee;

**Whereas**, the parties mutually desire to settle the issue in an expeditious manner, without the need for a formal hearing since the Respondent has cooperated with the Board, has admitted the Respondent's impairment under KRS 313.130(5), and has exhibited a strong desire for sobriety;

**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 waives the right to challenge any agreed upon term or condition of this Settlement Agreement notwithstanding any other statutory provision of KRS Chapter 313, and the Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

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. 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 that may be 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.

**Effect Upon Licensure Status:**

**Suspension; Reprimand; Probation and Well-Being Committee; C.E. Course**

It is stipulated as the agreed upon disciplinary action:

1) the Respondent's license to practice dentistry in the Commonwealth of Kentucky shall be suspended for a period of five (5) years from the date of an order of the Board adopting this Settlement Agreement, and the Respondent shall not practice dentistry until the following terms and conditions are met, and;

2) the active suspension, above, shall be fully probated on or after February 1, 2010, and under the following terms and conditions:

3) the Respondent shall be reprimanded, with this Settlement Agreement constituting the reprimand for violating KRS 313.130(5), and;

4) the Respondent shall abstain from all alcohol use or consumption as well as abstain from the use of illegal drugs or the illegal use of drugs or the use of scheduled drugs, except as prescribed by a duly licensed practitioner for a documented, legitimate medical purpose for the Respondent, for as long as the Respondent holds a license to practice dentistry from the Board, and;

5) the Respondent's license shall be placed on probation for five (5) years with the Respondent maintaining active membership under contract with the Well-Being Committee of the Board for a period of at least five (5) years from the date of entry of an Order of the Board adopting this Settlement Agreement, and shall provide a copy of such contract to the Board upon request, and;

6) the Respondent shall successfully complete, not later than July 1, 2010, with written proof of such completion being filed with the Board not later than ten (10) days after its completion, a Board-approved continuing education course of at least twelve (12) hours, said continuing education course shall be in addition to the hours otherwise required by 201 KAR 8:140, consisting of either:

a) the Clinical Applications of the Principles in Treatment of Alcoholism and Substance Abuse ("CAPTASA") conference offered in Lexington, Kentucky, on or about January, 2010, or;

b) the University of Utah's School on Alcoholism and Other Drug Dependencies continuing education course, or;

c) any other Board-approved, similar continuing dental education course, and;

7) the Respondent shall comply with all requirements for the renewal of the Respondent's license pursuant to KRS Chapter 313 before the dental license is renewed and the suspension is lifted by the Board, specifically:

- a) file a completed application for renewal, and;
  - b) pay the appropriate licensure and renewal fees, and;
  - c) file proof of current certification by the American Heart Association in Basic Life Support ("BLS") or certification by the American Red Cross in cardiopulmonary resuscitation ("CPR"), and;
  - d) file, proof of the appropriate number of continuing dental education taken in the previous twenty-four (24) months as required by 201 KAR 8:140 § 2, and;
- 8) the Respondent shall notify both the Board in writing within ten (10) days of first notice to the Respondent, of any plea agreement or judgment of conviction or other outcome regarding any criminal charges that are pending or were filed as a result of the Respondent's arrest on or about August 5, 2009, in Lewis County, Kentucky; the Respondent shall include in the written notice required by this section a copy of any documentation of the plea agreement or judgment of conviction or other outcome, and;
- 9) the Respondent, if the Respondent has not already done so, shall permanently surrender to the Drug Enforcement Administration the Respondent's certificate to prescribe scheduled drugs issued by the Drug Enforcement Administration, and shall not petition for its reinstatement; the Respondent shall simultaneously file in writing with the Board proof of its surrender.

**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, 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 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.

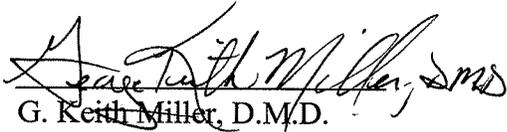
#### **Complete Agreement**

This Settlement Agreement consists of seven (7) pages and an eighth (8<sup>th</sup>) 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.

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**Have Seen, Understood, and Approved:**

Kentucky Board of Dentistry

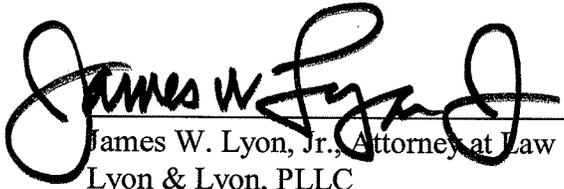


G. Keith Miller, D.M.D.  
Post Office Box 1359  
Olive Hill, Kentucky 41164  
*Respondent*

Date: 1-8-10

By:   
Mark Brengelman, Board Counsel  
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



James W. Lyon, Jr., Attorney at Law  
Lyon & Lyon, PLLC  
Post Office Box 675  
302 Main Street  
Greenup, Kentucky 41144-0675  
*Attorney for Respondent*

Date: 1-8-10