

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF DENTISTRY
AGENCY CASE # K-17-001

KENTUCKY BOARD OF DENISTRY

COMPLAINANT

v.

SETTLEMENT AGREEMENT

DR. WESLEY MILLS
(LICENSE # 6133)

RESPONDENT

*** **

Whereas, the Law Enforcement Committee (“LEC”) of the Kentucky Board of Dentistry (“Board”) having received a request from Dr. Wesley Mills, DMD (“Respondent”), for a lifting of the suspension upon his license and the LEC of the Board having conducted an investigation and review of all applicable records and files in its possession regarding Dr. Mills, it is hereby stipulated and agreed between the parties that this matter shall be settled and resolved upon the following terms:

LICENSE AND STATUS

1. The suspension of Respondent’s license shall be lifted provided that Respondent complies with/obtains the following:
 - a. Dismissal of McCracken Circuit Court Case No. 17-CR-081 styled *Commonwealth of Kentucky v. Wesley Mills*. A copy of such dismissal shall be provided to the Board by Respondent and/or his counsel upon entry by the McCracken Circuit Court.
 - b. Continued participation in and completion of all programs and monitoring recommended by the Palmetto Addiction Recovery Center as follows:

- i.) Sign and follow a five-year monitoring contract with Kentucky Professional Recovery Network (KYPRN). Any violations of contract or positive drug screens should result in further inpatient evaluation.
- ii.) Attend AA meetings in accordance with current KYPRN policy and acquire an AA home group for a minimum of 90 AA meetings in the 90 days following discharge from Palmetto, and thereafter a minimum of three meetings per week for the first two years of sobriety.
- iii.) Attend monthly aftercare meetings for the next two years with Compass Counseling Center, 2204 Kentucky Ave., Paducah, KY. Phone number for this facility is 270-777-4490.
- iv.) Acquire an AA sponsor and begin working the 12 Steps of Alcoholics Anonymous in a timely fashion under the direction of a sponsor with a minimum of five contacts per week with a sponsor for at least the first 90 days after discharge from Palmetto from Palmetto, and then a minimum of two contacts per week for at least the first two years of sobriety.
- v.) Return to Palmetto quarterly over the next year for mirroring in Small Group and attendance in Professionals Group. Small group begins at 10:30 am. each weekday and Professionals Group begins at 2:45 p.m. on Wednesday and Thursday.
- vi.) Make an appointment to see Dr. Jay Weiss at Palmetto Addiction Recovery Center in three months from discharge and then quarterly for a minimum of 12 months for follow-up and medication management.

- c. Entry into and completion of the Pre-Trial Diversion Agreement based on a plea pursuant to North Carolina v Alford as offered by the Commonwealth of Kentucky in the Graves Circuit Court Case No. 17-CR-00086 styled Commonwealth of Kentucky v. Wesley Mills. Respondent and/or his Counsel shall provide proof to the Board of entry into such agreement and further is to immediately notify the Board if there is any violation of his Diversion Agreement;
- d. Respondent agrees to voluntarily surrender his DEA license for up to five (5) years subject to reconsideration should his charges in Graves Circuit Court be dismissed and/or should other conditions warrant subject to the discretion of the LFC.
- e. Should Respondent fail to comply with any of these requirements, his license may be subject to an Immediate Temporary Suspension at the discretion of the LEC; and
- f. All of the foregoing shall be at the Respondent's costs.

VOLUNTARY WAIVER OF RIGHTS

2. ~~The Respondent has had the opportunity at all times to seek the advice from~~ competent counsel of choice and has been represented in this matter by attorneys James B. Brien, Jr. and Bryan E. Wilson of the law firm of Neely, Brien, Wilson & Toombs, PLLC. 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 carefully reading it and developing a full understanding of all of its terms.

3. 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).

4. All of these rights are being voluntarily waived by the Respondent in exchange for acceptance of this Settlement Agreement.

USE OF THIS SETTLEMENT AGREEMENT

5. In the event that the Respondent commits any further violations of the Board's law or commits a substantial violation of the terms of this agreement, the Board may initiate new charges against the Respondent and treat this Settlement Agreement as disciplinary action for purposes of deciding the appropriate sanction for the new violations.

JURISDICTION

6. The Respondent acknowledges that the Board has jurisdiction over the Respondent and the conduct that has precipitated this Settlement Agreement.

7. The Respondent acknowledges that the Board retains 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

8. The Respondent acknowledges that, once signed by the parties, 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 of the contents of this agreement as it deems appropriate. Such uses shall include, but not be limited to, publishing the agreement on the Board website.

ENFORCEMENT OF SETTLEMENT AGREEMENT

9. The Respondent expressly understands that failure to comply with and complete all terms of this Settlement Agreement constitutes an immediate danger to the health, safety and welfare of the public for which the Board, its Law Enforcement Committee, or its Executive Director, may issue an immediate, temporary suspension of the Respondent's dental license, and a fine of not less than \$500.00 as administrative costs of the Board, prior to a full complaint hearing, with the right of the Respondent to appeal such emergency action as provided under KRS 13B.125.

10. If the Respondent commits a substantial violation of the terms of this settlement agreement, the Board may prosecute the charges against the Respondent that are resolved by this Settlement Agreement.

11. The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, incurred in enforcing this Settlement Agreement if the Board or a court determines, after notice and opportunity to be heard, that the Respondent has failed substantially to comply with any provision of this Settlement Agreement.

RELEASE OF LIABILITY

12. In consideration of execution of this Settlement, 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, and this settlement of its administration.

13. The Board agrees that it will not initiate any charges, known or unknown at this time, against Respondent based on Respondent's actions or a failure to act prior to the signing of this Settlement Agreement.

COOPERATION WITH THE BOARD

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

15. It is hereby agreed between the parties that this Settlement Agreement shall be effective upon signing both parties.

16. The parties agree that the Board's Law Enforcement Committee chair, on behalf of the committee, can sign this agreement pursuant to the authority granted in KRS 313.090(10).

17. This Settlement Agreement embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the

Respondent and the Board. This Settlement Agreement may not be altered, amended or modified without the express written consent of both parties.

HAVE SEEN, UNDERSTOOD, and APPROVED:

Wesley Mills DMD
Wesley Mills, D.M.D.
Respondent

Date: 9-19-17
[Signature]
James B. Brien, Jr.
Bryan E. Wilson
Attorneys for Respondent

Date: 9-19-2017

Kentucky Board of Dentistry
[Signature]

Dr. Brad Fulkerson, D.M.D., Chair
Kentucky Board of Dentistry

Date: 9/22/2017

[Signature]
Robert T. Watson
Attorney for Kentucky Board of Dentistry

Date: 9-21-2017