

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF DENTISTRY
AGENCY CASE # K 17-002

KENTUCKY BOARD OF DENISTRY

COMPLAINANT

v.

SETTLEMENT AGREEMENT

DR. DAVID ELROD
(LICENSE # 9083)

RESPONDENT

*** **

Whereas, the Law Enforcement Committee ("LEC") of the Kentucky Board of Dentistry ("Board") having received a complaint in the above matter regarding Dr. David Elrod, DMD ("Respondent"), and the LEC of the Board having conducted an investigation and review of all applicable records and files, and otherwise being sufficiently advised, 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. Respondent shall pay a fine in the amount of \$5,500.00 within sixty days of execution of this agreement made payable to the "Kentucky Board of Dentistry" and delivered to 312 Whittington Parkway, Suite 101, Louisville, Kentucky 40222;
2. Respondent agrees to permit the LEC to conduct regular KASPER inspections for a period of two (2) years from the date of this letter;
3. Respondent agrees that any subsequent KASPER or other prescription related violation during the monitoring period shall result in an Immediate Temporary Suspension;
4. Respondent agrees to attend and complete the CAPTASA (Clinical Applications of the Principles of Addictions and Substance Abuse) Conference, CAPTASA,.org, on January 25-26, 2019;

5. 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

6. All of the foregoing shall be at the Respondent's costs.

VOLUNTARY WAIVER OF RIGHTS

7. 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 carefully reading it and developing a full understanding of all of its terms.

8. 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).

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

USE OF THIS SETTLEMENT AGREEMENT

10. 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

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

12. 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

13. 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

14. 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.

15. 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.

16. 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

17. 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.

18. 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

19. 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.

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

21. 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).

22. 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:

Kentucky Board of Dentistry

David J. Elrod DMD
David Elrod, D.M.D.
Respondent

Jason Ford
Dr. Jason Ford, D.M.D., Chair
Law Enforcement Committee
Kentucky Board of Dentistry

Date: 1/10/2019

Date: 1/11/19

[Signature]
Robert A. Ott
Attorney for Dr. David Elrod

Robert T. Watson
Robert T. Watson
Attorney for Kentucky Board of Dentistry

Date: 1/11/19

Date: 1/11/19