SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND DAVID ABRAHAM ALTMAN, D.M.D.

Come now David Abraham Altman, D.M.D. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline, and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to him.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 2011010371 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

I All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.
Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee, David Abraham Altman, D.M.D., is licensed by the Board as a dentist, license number 2011010371. Licensee's Missouri license has an expiration date of November 30, 2020.

3. On or about November 26, 2018, Licensee filed an application to renew his Missouri dental license. In his renewal, Licensee acknowledged he was the subject of an investigation, and possible disciplinary action, by the State of Florida for writing narcotic prescriptions for self-use.

4. The matter was referred by the Board for investigation by Central Investigation Unit (CIU). CIU obtained documentation from the Florida Board of Dentistry and the Florida Department of Health, which indicated that in December of 2016 Licensee wrote a prescription for Percocet to an employee of his office. A second charge alleged on or about January 2, 2017, Licensee wrote a prescription for Percocet to a second employee of his office. The employees filled the prescriptions and gave them to Licensee for his personal use. During the course of the CIU investigation, Licensee was interviewed and confirmed the allegations.

5. Licensee entered the Missouri Dental Well-being Foundation's Voluntary Wellness Program in June of 2017.

6. On or about January 17, 2019, The State of Florida Board of Dentistry entered into a Settlement Agreement with Licensee, which became effective March 8, 2019. The Settlement Agreement required Licensee to remain in compliance with his PRN contract; to demonstrate to the Florida Board his ability to practice dentistry with skill and safety to patients prior to resuming the practice of dentistry, if Licensee leaves the active practice of dentistry for a period of one year or more; to pay the actual costs associated with the investigation and prosecution of this matter; to, within twelve months of the March 8, 2019 effective date of the Settlement Agreement, pass the Laws & Rules Examination governing the practice of dentistry in the State of Florida and; to not serve as a "qualified monitor" until Licensee has complied with all of the obligations imposed by the Settlement Agreement.
7. Licensee's actions as described above in paragraphs 3 through 7 constitute cause to discipline Licensee's license in accordance with paragraphs 3 and 7 above, for which the Board has authority to discipline Licensee's license.

8. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(8), and (15), RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

... 

(8) Disciplinary action against the holder of a license or other right to practice any profession regulated by this chapter imposed by another state, province, territory, federal agency or country upon grounds for which discipline is authorized in this state;

... 

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo:

9. The terms of discipline shall include that the dental license, license number 2011010371 shall be placed on PROBATION for a period of three (3) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. WELLNESS REQUIREMENTS

A. Within fifteen (15) days of the effective date of this Agreement, and continuing through the duration of the disciplinary period, Licensee shall participate in the Dental Well-Being Program administered by Capital Region Medical Center. Licensee shall follow all recommendations for treatment or aftercare made by the Dental Well-Being Program, and shall comply with each and every requirement to remain in the program. Within fifteen (15) days of entering the Dental Well-Being Program, Licensee shall cause the Dental Well-Being Program to send written notification to the Board confirming that Licensee has joined the program. Failure to fully participate in or follow any recommendations of the Dental Well-Being Program shall constitute a violation of this Agreement.
B. During the disciplinary period, Licensee shall, at Licensee's expense, submit to drug and/or alcohol screens as required by the Board. Licensee shall, upon demand and without delay, provide a biological sample to the Board's designated representative, including allowing the Board's designated representative to obtain witnessed biological samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any controlled substance, any drug whatsoever for which Licensee does not hold a valid prescription or any alcohol whatsoever in a drug and/or alcohol screen shall constitute a violation of this Agreement.

II. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.

E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

G. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

H. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

10. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

11. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions
may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

12. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney’s fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

13. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:

Administrative Hearing Commission, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.

14. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee’s license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee’s license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee’s license, the agreed upon discipline set forth herein shall go into effect. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.
LICENSEE

David Abraham Altman, D.M.D.

Date 7/17/19

BOARD

Brian Barnett,
Executive Director
Missouri Dental Board

Date 7/18/2019