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**COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF DENTISTRY  
10101 LINN STATION ROAD, SUITE 540  
LOUISVILLE, KENTUCKY 40223  
AGENCY CASE NUMBER 05-139  
ADMINISTRATIVE ACTION NO. 07-KBD-0367**

**KENTUCKY BOARD OF DENTISTRY**

**COMPLAINANT**

**V.**

**ORDER**

**DAVID L. VAN ZANT, D.M.D.  
(LICENSE NO. 7586)**

**RESPONDENT**

\* \* \* \* \*

The Kentucky Board of Dentistry, having met on January 19, 2008, and having voted upon the above-styled case, hereby adopts and incorporates the attached Settlement Agreement as its own.

**IT IS SO ORDERED.**

Dated this 19<sup>th</sup> day of January, 2008.

**KENTUCKY BOARD OF DENTISTRY**

By:   
DAVID NARRAMORE  
President, Kentucky Board of Dentistry

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing Order and Settlement Agreement was mailed, first class postage prepaid, this 22<sup>nd</sup> day of January, 2008, to:

David L. Van Zant, D.M.D.  
923 Edgewater Drive  
Lexington, Kentucky 40502  
*Respondent*

Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
700 Capitol Ave., Suite 118  
Frankfort, Kentucky 40601  
*Counsel for Board*

Thomas J. Hellmann  
Division of Administrative Hearings  
Office of the Attorney General  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officer*

A handwritten signature in black ink, appearing to read "Eric T. Clark", written over a horizontal line.

Eric T. Clark, Executive Director

Commonwealth of Kentucky  
Kentucky Board of Dentistry  
10101 Linn Station Road, Suite 540  
Louisville, Kentucky 40223

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Agency Case Numbers 05-139  
Administrative Action No. 07-KBD-0367

Kentucky Board of Dentistry

Complainant

v. **Third and Final Settlement Agreement**

David L. Van Zant, Jr., D.M.D.  
(License No. 7586)

Respondent

\* \* \* \* \*

**Whereas**, the Kentucky Board of Dentistry (“Board”) having issued an Order and Notice of Immediate, Temporary Suspension dated May 1, 2007, to David L. Van Zant, Jr., D.M.D. (“Respondent”), currently residing c/o 923 Edgewater Drive, Lexington, Kentucky 40502, alleging that the Respondent had relapsed from sobriety with alcohol abuse as evidenced in part by a recent arrest for Driving Under the Influence, and having filed a Notice of Administrative Hearing and Order dated September 6, 2007, to issue those same final charges;

**Whereas**, the Respondent was under terms and conditions of a prior, second disciplinary action entered by the Board dated March 20, 2006, for the Respondent’s previous violation of KRS 313.130(6) for chronic or persistent alcoholism;

**Whereas**, the Respondent acknowledges the Respondent has been charged by the Board with violating KRS Chapter 313, and for the purposes of this Settlement Agreement admits:

- 1) The Board would be able to prove at least one (1) count of a violation of KRS 313.130(6) for chronic or persistent alcoholism due to the Respondent’s relapse from sobriety in 2007, and;

- 2) The Board would be able to prove at least one (1) count of a violation of KRS 313.130(4) for violating a lawful order of the Board – a prior Settlement Agreement.

**Whereas**, the Respondent has evidenced a strong desire for sobriety, has not appealed the Order and Notice of Immediate, Temporary Suspension, and is in the process of completing an appropriate, Board-approved, in-patient treatment program;

**Whereas**, the Respondent has been under the terms and conditions of Settlement Agreements entered by the Board on November 13, 1999, and May 20, 2006, in order to address the Respondent's alcohol abuse upon the Board's initial grant of licensure and thereafter while a licensed dentist, for which the Respondent has violated as set forth above;

**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 313.150(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 Agreement. 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 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:  
Reinstatement after Suspension; Indefinite Probation with Conditions**

It is stipulated as the agreed upon third and final disciplinary action that the Respondent's license to practice dentistry in the Commonwealth of Kentucky, which is currently suspended, shall be reinstated on or after November 12, 2008, but only if the Respondent complies with the following from the date of entry of an order of the Board adopting this Settlement Agreement to November 12, 2008:

1) the Respondent shall abstain completely from the use of alcohol and the use of illegal drugs or the use of scheduled drugs, except as prescribed by a duly licensed practitioner for a documented legitimate medical purpose for the Respondent, and;

2) the Respondent, who is completing an appropriate treatment program approved by the Board's Well-Being Committee or its representative, shall further comply with any after-care treatment recommended by the Well-Being Committee or its representative, and;

3) the Respondent shall maintain active membership under contract with the Well-Being Committee of the Board, and;

4) the Respondent shall make available to any member or agent of the Board or its Well-Being Committee any document or information deemed reasonably necessary by the Board or its Well-Being Committee, its members or agents, to monitor compliance with all terms of this Settlement Agreement, including proof of random drug screens, and further that the Respondent shall execute any release of information deemed reasonably necessary to monitor compliance, and;

5) the Respondent shall successfully complete, not later than July 1, 2008, 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, 2008, 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;

6) the Respondent shall comply with KRS 313.080(5) to notify the Board of the information required by that statute, and;

7) the Respondent shall appear before the Board, or its Law Enforcement Committee, as soon as practical immediately prior to November 12, 2008, for the purposes of determining compliance with this Settlement Agreement, and whether any term or condition of this Settlement Agreement or the contract with the Well-Being Committee need be further modified;

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8) timely renew the Respondent's suspended dental license by December 13, 2007, and comply with the continuing education requirements of 201 KAR 8:140, with written proof of such compliance filed with the Board as a condition of the renewal.

If the Respondent has not completed the above terms and conditions by January 1, 2009, the Board's Immediate, Temporary Suspension shall be deemed a permanent revocation by operation of law, with written notice to the Respondent by regular U.S. Mail to the Respondent's last known address.

If the Respondent's dental license is reinstated as set forth above, the Respondent shall also:

9) be placed on probation indefinitely from the date of reinstatement and shall meet at least annually with the Board or its Law Enforcement Committee, for the continued purposes of determining compliance with this Settlement Agreement, and whether any term or condition of this Settlement Agreement or the contract with the Well-Being Committee need be further modified, and;

10) the Respondent shall not practice in the solo practice of dentistry, but shall only be employed by another dentist or an appropriate health care facility or agency, such employment being approved by the Board or its representative, for so long as the Respondent holds a dental license from the Board;

11) continue to comply completely with all terms and conditions set forth in ¶¶ 1, 2, 3, 4, and 6, above, for so long as the Respondent holds a license to practice dentistry by the Board.

**Enforcement of Settlement Agreement and  
Immediate, Temporary Suspension/Revocation 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, and for which the Respondent expressly agrees that the Board shall thereafter impose a permanent revocation of the Respondent's dental license by operation of law, with written notice to the Respondent, if the immediate, temporary suspension is upheld.

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.

In the event that the Respondent should leave Kentucky to reside or practice outside of Kentucky or for any reason should the Respondent stop practicing dentistry in Kentucky, the Respondent shall notify the Board in writing within ten (10) days of the dates of departure and return or the dates of non-practice within Kentucky. Non-practice shall be defined as any period of time exceeding thirty (30) days in which the Respondent is not engaging in activities defined in KRS 313.010(2). Periods of temporary or permanent residency outside of Kentucky or

practice of dentistry outside Kentucky or of non-practice within Kentucky shall not apply to the reduction of the terms above.

### **Resolution of Notice of Administrative Hearing and Costs**

The Board's Notice of Administrative Hearing dated September 6, 2007, is hereby resolved. Each party shall pay their own costs, and no costs shall be assessed by the Board up until the date of entry of an order of the Board adopting 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 Settlement 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. The Respondent has volunteered to, and shall make available to, any member or agent of the Board any document or information deemed reasonably necessary by the Board, its members or agents, to monitor compliance with all terms of this Settlement Agreement, including appropriate signed releases.

#### **Complete Agreement**

This Settlement Agreement consists of nine (9) 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:**

**Kentucky Board of Dentistry**

David Van Zant  
David L. Van Zant, Jr., D.M.D.  
c/o 923 Edgewater Drive  
Lexington, Kentucky 40502  
*Respondent*

Date: 12/9/07

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

Date: Jan. 19, 2008