

FILED DATE MAR 15 2017

Department of Health

By:

Amber Green

Deputy Agency Clerk

STATE OF FLORIDA
THE FLORIDA BOARD OF DENTISTRY

DEPARTMENT OF HEALTH,
PETITIONER,
VS.
STEVEN LONDON, DDS,
RESPONDENT.

CASE NO.: 2013-12411
LICENSE NO.: DN 13379

FINAL ORDER
SETTLEMENT AGREEMENT

This matter appeared before the Board of Dentistry (hereinafter Board) at a duly-noticed public meeting on February 17, 2017, in Orlando, Florida, pursuant to Sections 120.569 and 120.57(4), *Florida Statutes*, for consideration of a Settlement Agreement. Upon consideration of the Settlement Agreement, the documents submitted in support thereof, the arguments of the parties and otherwise being advised in the premises, it is hereby

ORDERED AND ADJUDGED that:

1. The settlement agreement be and is hereby approved, adopted, and incorporated by reference herein. Accordingly, the parties shall adhere to and abide by the terms and conditions of the settlement agreement.
2. The Costs of investigation and prosecution are \$ 9,000.00.

THIS ORDER SHALL TAKE EFFECT UPON BEING FILED WITH THE CLERK OF THE DEPARTMENT OF HEALTH.

DONE AND ORDERED this 14 day of March, 2017.

BOARD OF DENTISTRY



Jennifer L. Wenhold, MSW, Executive Director
For Joseph Thomas, DDS, Chair

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by US Mail to **Steven London, DDS**, 910 Lakeridge Boulevard, Boca Raton, Florida 33496 and **Dennis Vandenberg, Esquire**, 1550 Southern Boulevard, Suite 300, West Palm Beach, Florida 33406; and via Electronic Mail to **Bridget K. McDonnell, Esquire**, Assistant General Counsel, bridget.mcdonnell@flhealth.gov ; and to **David D. Flynn**, Assistant Attorney General, david.flynn@myfloridalegal.com this 15 day of March, 2017.



Amber Green
DEPUTY AGENCY CLERK

STATE OF FLORIDA
BOARD OF DENTISTRY

DEPARTMENT OF HEALTH,

Petitioner,

v.

CASE NO. 2013-12411

STEVEN M. LONDON, D.D.S.,

Respondent.

SETTLEMENT AGREEMENT

Pursuant to Section 120.57(4), Florida Statutes, the above named parties hereby offer this Settlement Agreement (hereinafter "Settlement Agreement" or "Agreement") to the Board of Dentistry (hereinafter "Board")¹ as disposition of the Administrative Complaint, in lieu of any other administrative proceedings. The terms herein become effective only if and when a Final Order accepting this Agreement is issued by the Board and filed with the Agency Clerk of the Department of Health. In considering this Agreement, the Board may review all investigative materials regarding this case. If this Agreement is not accepted by the

Page 1 Respondent Initials

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Board, the Agreement and its presentation to the Board shall not be used against either party.

STIPULATED FACTS

1. For all times pertinent herein, Respondent was a licensed dentist in the State of Florida, having been issued license number DN 13379.

2. Respondent's address of record is 9101 Lakeridge Boulevard, Boca Raton, Florida 33496.

3. Respondent was charged by an Administrative Complaint with violating Chapter 466 Florida Statutes. The Administrative Complaint was filed by the Department of Health (hereinafter "Department") and properly served upon Respondent.

4 After a review of the allegations, the process of discovery, and in negotiation of a settlement, the parties have agreed that settlement is a reasonable resolution to the complaint.

5. Respondent neither admits nor denies the factual allegations in the Administrative Complaint and is entering into this Settlement

¹ For purposes of this Settlement Agreement, where terms of the Agreement require the Board to undertake action or grant approval, the Board can appoint a representative or designee to act in its stead. In light of this, references to the "Board" can also refer to the Board's designee.

Agreement for the purpose of settlement in these administrative proceedings only.

STIPULATED LAW

1. Respondent admits that Respondent is subject to the provisions of Chapters 456 and 466, Florida Statutes, and the jurisdiction of the Department of Health and the Board.
2. Respondent admits that the stipulated facts, if proven true, constitute violations of Florida laws as alleged in the Administrative Complaint.
3. Respondent admits that the Settlement Agreement is a fair, appropriate, and reasonable resolution to this pending matter.

PROPOSED DISPOSITION

1. **APPEARANCE:** Respondent shall be present when this Settlement Agreement is presented by the Department to the Board, and under oath, Respondent shall answer questions posed by the Board concerning this case and the disposition thereof.
2. **DISCIPLINE:** The Board shall issue a letter of concern on the license of Respondent.
3. **FINE:** The Board shall impose an administrative fine of two thousand, five hundred dollars no/cents (\$2,500.00) against the

license of Respondent. Respondent acknowledges that the timely payment of the fine is Respondent's legal obligation and responsibility. Respondent shall pay the fine by either cashiers check or money order made payable to the Board of Dentistry within 30 days of the filing of the Final Order issued in this matter. Respondent shall send payment(s) to: *Florida Department of Health, Division of MQA/Client Services, P.O. Box 6320, Tallahassee, FL 32314-6320.*

4. **COSTS:** Pursuant to Section 456.072(4), Florida Statutes, Respondent shall pay all actual costs of **nine thousand dollars and no/cents (\$9,000.00)** associated with the investigation and prosecution of this matter. Respondent shall pay all costs by either cashiers check or money order made payable to the Board of Dentistry within 30 days of the filing of the Final Order issued in this matter. Respondent shall send payment(s) to: *Florida Department of Health, Division of MQA/Client Services, P.O. Box 6320, Tallahassee, FL 32314-6320.*

5. **CONTINUING EDUCATION:** Respondent shall not engage in the practice of orthodontics until the successful completion of a course of three to six (3 to 6) hours of continuing education in the subject(s) of: Orthodontics, unless another subject area is designated by the Board. These continuing education hours shall be in addition to the continuing education hours normally required for renewal of Respondent's license.

Home study courses will not be accepted to satisfy this condition. Upon completion of the course, Respondent shall provide documentation to the Board verifying of successful completion, and documentation of course content shall be submitted to the Compliance Officer at the address referenced in paragraph three (3). Should Respondent be unable to demonstrate the level of competency recommended by failing to achieve competency within the assigned level, Respondent shall be restricted from performing those dental procedures until remediation is completed.

6. **PATIENT REIMBURSEMENT:** Respondent shall refund to the patient(s), identified by his/her initials in the Administrative Complaint, in the amount of three thousand, five hundred twenty three dollars and ninety-seven cents (\$3,523.97) "out-of-pocket" fees and costs that the patient(s) paid to the Respondent for treatment that is the subject of the Administrative Complaint. Also, the Respondent shall refund to any third party payor, if applicable, the amount paid on behalf of the patient(s) identified herein for the treatment that the Respondent provided and that is the subject of the Administrative Complaint. Proof of payment, accompanied by copies of the invoices, must

be made to the Compliance Officer within 30 days of the entry of the Final Order accepting this Agreement.

7. **LAWS & RULES EXAM:** Respondent shall thoroughly review, study and possess a clear understanding of the laws and rules governing the practice of Dentistry in the State of Florida, specifically including but not limited to: chapters 456 and 466, Florida Statutes, and the Rules of the Board of Dentistry. Within twelve (12) months of the return to the practice of dentistry, Respondent shall pass the Laws & Rules Examination governing the practice of dentistry in the State of Florida.

8. **SERVICE AS A QUALIFIED MONITOR:** Respondent understands that Respondent shall not him/herself serve as a "qualified monitor" until Respondent has complied with all of the obligations imposed by the Final Order adopting and incorporating this Agreement. Furthermore, if Respondent is serving as a "qualified monitor," at the time the Final Order in this case is filed, Respondent shall provide written notice of the Final Order and terminate all monitorial relationships within one (1) day of the filing of the Final Order.

9. **VIOLATION OF TERMS:** It is expressly understood that violating any of the terms of this Agreement shall be considered a violation

of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapters 456 and 466, Florida Statutes.

10. SETTLEMENT AGREEMENT SUBJECT TO BOARD

APPROVAL: It is expressly understood that this Agreement is subject to approval by the Board and has no force or effect until the Board adopts, incorporates or bases an Order, properly filed, upon it.

11. BOARD REVIEW NONPREJUDICIAL TO FURTHER

PROCEEDINGS: Respondent executes this Agreement for the purpose of avoiding further administrative action with respect to this particular case.

In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of this Agreement. Respondent agrees to support this Agreement at the time it is presented to the Board and shall offer no evidence, testimony, or argument that disputes or contravenes any stipulated fact or conclusion of law. Furthermore, should the Board not accept this Agreement, the parties agree that the presentation and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these

proceedings.

12. **ADDITIONAL PROCEEDINGS:** Respondent and the Department of Health fully understand that this Agreement and subsequent Final Order incorporating same, will in no way preclude additional proceedings by the Board and/or Department of Health against the Respondent for acts or omissions not specifically set forth in the Administrative Complaint, attached hereto as Exhibit "A," filed in this cause.

13. **WAIVER OF ATTORNEY FEES:** Respondent waives the right to seek attorney fees and/or costs from the Department of Health in connection with this disciplinary proceeding.

14. **WAIVER OF JUDICIAL REVIEW AND CHALLENGE:** Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of this Agreement and the Final Order of the Board incorporating said Agreement.

WHEREFORE, the parties hereby request the Board to enter a Final Order accepting and implementing the terms contained herein.

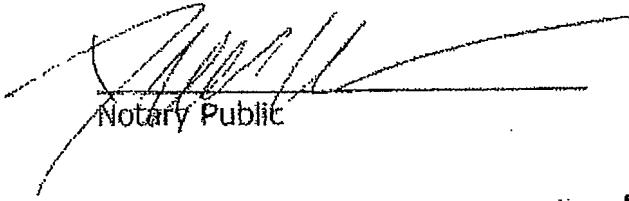
SIGNED this 8 day of November, 2016.



Steven M. London, D.D.S.
Case No. 2013-12411

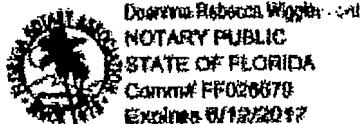
STATE OF FLORIDA
COUNTY OF Palm Beach

Before me personally appeared Steven M. London, whose identity is known to me by personal knowledge or by presentation of Driver License as identification (type of identification), and who acknowledges that their signature appears above.
Sworn to or affirmed before me this 8 day of November, 2016.



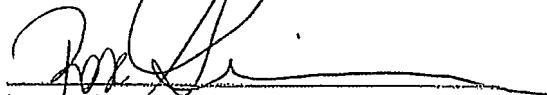
Notary Public

6/12/2017
My Commission Expires



APPROVED this 9th day of November, 2016.

Celeste Philip, MD, MPH
Surgeon General and Secretary



Rose Garrison
Florida Bar Number 105920
Assistant General Counsel
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**STATE OF FLORIDA
BOARD OF DENTISTRY**

DEPARTMENT OF HEALTH,

PETITIONER,

v.

CASE NO: 2013-12411

STEVEN M. LONDON, D.D.S.,

RESPONDENT.

ADMINISTRATIVE COMPLAINT

COMES NOW Petitioner, Department of Health, by and through its undersigned counsel, and files this Administrative Complaint before the Board of Dentistry against Respondent, Steven M. London, D.D.S., and in support thereof alleges:

1. Petitioner is the state department charged with regulating the practice of dentistry pursuant to Section 20.43, Florida Statutes; Chapter 456, Florida Statutes; and Chapter 466, Florida Statutes.
2. At all times material to this Complaint, Respondent was a licensed dentist within the State of Florida, having been issued license number DN 13379.
3. Respondent's address of record is 9101 Lakeridge Boulevard, Boca Raton, Florida 33496.

4. On or about June 6, 2012, Patient I.K. presented to Respondent's practice for a consultation for Invisalign® brand orthodontic devices (Invisalign).

5. The Invisalign method of orthodontic treatment involves a series of incremental aligners to effect tooth movement.

6. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to provide an adequate diagnosis of a patient's orthodontic condition before prescribing orthodontic devices.

7. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to evaluate a patient's periodontal health or refer for the patient for such evaluation before commencing orthodontic treatment.

8. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to evaluate a patient's periodontal health prior to commencing orthodontic treatment as active periodontal disease will impact the effectiveness of the treatment and may also be exacerbated by the placement of orthodontic devices.

9. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to develop a treatment plan sufficient to address the patient's orthodontic needs.

10. On or about June 6, 2012, Respondent noted in the clinical record that he took photographs, impressions, and a bite registration for Patient I.K. for the purpose of making a record for Invisalign treatment. Patient I.K. was pregnant at the time, so Respondent reportedly did not take any radiographs on this date.

11. Respondent did not provide any diagnosis of Patient I.K.'s orthodontic condition.

12. Patient I.K. had a recent history of periodontal disease.

13. Respondent did not provide any evaluation of Patient I.K.'s periodontal health or provide a referral for such evaluation.

14. Respondent failed to provide a proposed treatment plan to Patient I.K.

15. Cases are transmitted to Invisalign technicians through a software program known as "ClinCheck." The dentist fills out the "Invisalign Prescription Form" and uploads any photographs and/or radiographs. Impressions are sent to Invisalign to be digitized. Invisalign technicians create a computerized "ClinCheck model" based on the dentist's initial

prescription, supporting photographs and/or radiographs, and the impressions. The dentist then reviews the model and makes any necessary adjustments or modifications.

16. On or about June 6, 2012, Respondent transmitted the photographs and impressions he took of Patient I.K. to Invisalign.

17. Respondent did not provide any instruction in the "Invisalign Prescription Form" specific to Patient I.K.'s orthodontic condition.

18. The Invisalign technician(s) developed the case and sent it back to Respondent for his review.

19. The proposed Invisalign treatment involved the use of eight (8) aligners, with the last four to be "passive" (non-tooth moving) in nature.

20. Each aligner was to be worn approximately two weeks.

21. Respondent did not make any adjustments to the case modeled by the Invisalign technician(s).

22. Patient I.K. had a significant occlusal (bite) issue.

23. The case modeled by Invisalign and accepted without modification from Respondent provided only four aligners to effect "active" orthodontic treatment, before Patient I.K. was to switch to the remaining four "passive" aligners.

24. The case modeled by Invisalign without any input or modifications from Respondent was insufficient to address Patient I.K.'s orthodontic condition.

25. The Invisalign treatment package Patient I.K. paid for did not involve future refinements to the treatment. Therefore, once Respondent "closed" the case and proceeded to order retainers, Patient I.K. would not receive any additional aligners to address her orthodontic condition.

26. On or about July 9, 2012, Respondent placed attachment(s) on Patient I.K.'s teeth per the Invisalign treatment plan. Respondent inserted Invisalign trays numbering one (1) through four (4) and provided Patient I.K. with instructions.

27. On or about September 5, 2012, Respondent inserted Invisalign trays numbering five (5) through eight (8) (the "passive" aligners) and provided Patient I.K. with instructions.

28. On or about November 1, 2012, Respondent noted in the clinical record that the Invisalign treatment was completed and he ordered "Vivera Retainers."

29. Vivera® brand retainers are fabricated by Invisalign and are designed to keep the teeth in position following orthodontic treatment.

30. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to take a panoramic radiograph following orthodontic treatment.

31. The panoramic radiograph enables the dentist to evaluate the health of the dental structures, particularly the roots of teeth, following orthodontic treatment, and to evaluate the effectiveness of the treatment and/or need for additional treatment.

32. Respondent failed to take any post-treatment radiographs.

33. On or about November 20, 2012, Respondent inserted the retainers and removed the attachments from the aligners. According to the clinical record for this date, Respondent performed “[e]sthetic recontouring [*sic*] lower incisors and cuspids to level them as well as gain more occlusion on post teeth.”

34. The minimum standard of performance in diagnosis and treatment in the practice of dentistry requires a dentist to develop a continuing treatment plan if the dentist determines that a course of treatment has not been effective in addressing a patient’s dental condition.

35. Respondent failed to recognize that Patient I.K.’s orthodontic condition had not been addressed by the Invisalign treatment.

36. The re-contouring of Patient I.K.'s lower incisors and cuspids performed by Respondent was insufficient to treat Patient I.K.'s occlusal issues that remained following the Invisalign treatment.

37. The retainers Respondent provided were identical to the last series of four (4) aligners Patient I.K. received on or about September 5, 2012.

38. As such, the retainers Respondent provided only served to hold Patient I.K.'s teeth in a non-adjusted position.

39. Respondent failed to provide an adequate continuing treatment plan to effectively address Patient I.K.'s orthodontic condition.

40. Section 466.028(1)(x), Florida Statutes (2012), states that "[b]eing guilty of incompetence or negligence by failing to meet the minimum standards of performance in diagnosis and treatment when measured against generally prevailing peer performance, including, but not limited to, the undertaking of diagnosis and treatment for which the dentist is not qualified by training or experience[,"] shall constitute grounds for disciplinary action by the Board of Dentistry.

41. Respondent violated Section 466.028(1)(x), Florida Statutes, in one or more of the following ways:

- A. By failing to provide an adequate diagnosis of Patient I.K.'s orthodontic condition prior to prescribing orthodontic devices;
- B. By failing to evaluate Patient I.K.'s periodontal health or refer her for such evaluation before commencing orthodontic treatment;
- C. By failing to provide a proposed treatment plan to Patient I.K.;
- D. By failing to provide sufficient treatment for Patient I.K.'s orthodontic condition;
- E. By failing to take a post-treatment radiograph; and/or
- F. By failing to provide a continuing treatment plan to address Patient I.K.'s remaining orthodontic condition.

WHEREFORE, Petitioner respectfully requests that the Board of Dentistry enter an order imposing one or more of the following penalties: restriction of practice, imposition of an administrative fine, issuance of a reprimand, placement of Respondent on probation, corrective action, refund of fees billed or collected, remedial education and/or any other relief that the Board deems appropriate.

SIGNED this 4th day of May, 2015.

John H. Armstrong, MD, FACS
Surgeon General & Secretary

Bridget K. McDonnell

Bridget K. McDonnell
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FILED
DEPARTMENT OF HEALTH
DEPUTY CLERK
CLERK Angel Sanders
DATE MAY 06 2015

PCP: May 1, 2015
PCP Members: C.M., T.M., R.P.

NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with Section 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses and to have subpoena and subpoena duces tecum issued on his or her behalf if a hearing is requested.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to Section 456.072(4), Florida Statutes, the Board shall assess costs related to the investigation and prosecution of a disciplinary matter, which may include attorney hours and costs, on the Respondent in addition to any other discipline imposed.