

**SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
BEFORE THE STATE BOARD OF DENTISTRY**

IN THE MATTER OF:

WILLIAM EARNEST ALTMAN, D.G.D.
License No.: DGD.2087

RESPONDENT.

CONSENT AGREEMENT

Case No.: 2011-51
2012-44

By agreement of the State Board of Dentistry (hereinafter "the Board") and the above-named Respondent, the following disposition of these matters is entered pursuant to the provisions of S.C. Code Ann. § 1-23-320(f) (1976, as amended)¹, in lieu of, *inter alia*, a hearing before a hearing officer or panel appointed by the Board. The SC Board of Dentistry contends that Respondent violated SC Code 40-15-190(A)(15). Respondent hereby agrees to the following disposition of this matter pursuant to S.C. Code Ann. § 1-23-320(f).

FINDINGS OF FACT²

1. Respondent is duly licensed by the Board to practice general dentistry in South Carolina, having first become licensed in South Carolina on June 10, 1977. Respondent was so licensed at all times relevant to the matters asserted herein and has been in practice for 37 years.
2. The Board has jurisdiction over Respondent and the subject matter herein.
3. As summary of the alleged issues with respect to two patients are set forth below:

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- a. On August 9, 2010, a long time patient of Respondent had teeth #2 and #3 evaluated as possible sources of jaw pain. The source of pain was determined to be likely #3. Initially, an IRM temp was provided with instructions to return if pain did not subside. On August 13, patient returned with continued pain and a root canal thought to be the best course of treatment.

¹ Further reference to the South Carolina Code of Laws and South Carolina Code of Regulations shall be by code section only.

² To the extent, any of the followings Findings of Fact constitute Conclusions of Law, they are adopted as such, and to the extent, any Conclusions of Law constitute Findings of Fact, they are so adopted.

- b. On or about August 17, Respondent performed a root canal on tooth # 3. During the procedure, Respondent was able to fill two of three canals. The disto-facial canal could not be negotiated and medication was placed to try to open the canal. The attempted root canal did lead to complications, which included infection, swelling and extraction of the tooth. These complications also resulted in multiple medication prescriptions.
- c. The patient returned on September 10, for completion of the root canal. However, respondent discovered at that time the tooth was cracked and need removal. The tooth was removed that same visit. Root fragments remained in the gum tissue, which were ultimately were removed by a subsequent treating dentist. A temporary bridge was later placed by Respondent over teeth #2, 3 & 4 in response to the extraction sight not completely closing. This area ultimately became infected and treated by a subsequent treating physician.
- d. On or about October 11, 2010, patient presented to Respondent complaining of pain in tooth #5. Respondent took x-rays and began removal of decay from tooth # 5, but the root canal was not completed on this day. The patient was to return for completion of the root canal, but this is the last time respondent ever saw the patient. From this point forward patient sought dental care from other providers. She was treated for a sinus fistula with infection, which was a complication of Respondent's attempted root canal at tooth #5. Patient underwent multiple procedures to repair the fistula. The subsequent patient care outlined above was a direct result of complications from Respondent's attempted root canal at tooth #5.

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- e. On September 27, 2010 patient presented to respondent's office for a full new patient exam. This included a review of his dental history, full mouth x-rays and panoramic x-rays. As part of the evaluation respondent then did a periodontal screening. Pocketing of 4mm was found on nine of patient's teeth. The patient had both plaque and calculus present on examination. Respondent recommended a full mouth debridement followed by a Fine Scale cleaning. There were also multiple areas of decay present. The patient was advised he would likely need a root canal post and core build-up and a crown on #12. The other option was extraction. Patient was advised he should use a hard night guard.
- f. On October 18, patient had an appointment with the hygienist for a full mouth debridement. On October 29, 2010, he missed an appointment for further work on his treatment plan.
- g. On December 10, Respondent performed root canals on teeth #12 and #13. Respondent discovered that the canals were too narrow to negotiate and he and placed Temporaries in both.
- h. On or about December 15, Respondent performed apicoectomies on teeth #12 and #13. Patient did suffer a perforated sinus adjacent to the tooth #12 root tip as a result of this procedure.

- i. On December 17, Respondent saw patient in follow up. He complained of bleeding from his nose. Respondent evaluated the patient and then packed his nose and placed Coe-Pack to assist healing. On or about December 22, 2011, Respondent saw patient again for complaints of pain. Respondent noticed patient's sutures were loose and repaired them. The patient was advised to follow up if there were any problems.
 - j. On or about December 24, patient went to the ER due to pain and swelling on the left side of his face. A CT scan revealed chronic left maxillary sinus disease with a small bullosa on the left side. Respondent was never made aware of this ER visit.
 - k. On or about January 6, 2011, Respondent saw patient in follow up and removed his sutures. On evaluation the wound appeared to be sealed and the patient denied pain or discomfort. This was the last time patient presented to Respondent for dental care.
 - l. Patient was eventually referred to an oral surgeon for removal of tooth # 12. During the procedure the oral surgeon noted an opening in the maxillary sinus. The patient healed completely without any further intervention.
4. An expert retained by the SC Board of Dentistry found that certain aspects of Respondent's treatment fell below the accepted standard of care. This same expert was also complementary of other aspects of Respondent's care and the thoroughness of his dental records.
 5. Respondent waives any further findings of fact with respect to this matter.

CONCLUSIONS OF LAW

1. Respondent, without admitting to the allegations set forth by the Complainant, does not oppose the imposition of the sanctions set forth herein based on alleged violations of SC Code of laws 40-15-190(A)(15).
2. The Respondent waives any further conclusions of law with respect to this matter.

THEREFORE, WITH RESPONDENT'S CONSENT, IT IS AGREED:

1. Respondent shall be publicly reprimanded.
2. Respondent's license shall be continued uninterrupted in a **probationary status** for a **two (2) year period**, provided that Respondent faithfully complies with the following terms and conditions, which shall continue in effect until further Order of the Board:
 - a. Respondent shall pay a fine of Five Thousand Dollars (\$5,000.00) plus the cost of the investigation, within one (1) year of the effective date of this Consent Agreement. Said fine shall not be deemed paid until received in full by the Board. Payment must be in the form of a cashier's check, money order, or other good and sufficient funds. Failure to pay said fine shall result in the administrative suspension of Respondent's license to practice dentistry in this State until such amount is paid in full.

- b. Respondent must, at his own expense, complete twenty (20) hours of continuing education in oral surgery or oral endodontics, in addition to the minimum continuing education hours as required by the State Board of Dentistry, and provide written documentation to the Board or its designee within one (1) year from the date of the Board's action on this Agreement.
3. Respondent shall appear and report to the Board as requested.
4. Respondent shall promptly advise this Board in writing of any changes in address, practice, professional status, or any other factors affecting compliance with this Consent Agreement. Correspondence and copies of payments, reports, and notices mentioned herein shall be directed to:

SC Department of Labor, Licensing and Regulation
ATTN: Board of Dentistry – Compliance
Post Office Box 11329
Columbia, SC 29211-1329

5. Failure to comply with any of the provisions of this section shall constitute a violation of this Consent Agreement.
6. Respondent understands that failure to comply with the letter, intent, or spirit of this Consent Agreement shall result in the immediate administrative suspension of his license to practice dentistry in the State of South Carolina pending compliance and until further Order of the Board. It is understood and agreed that if Respondent fails to meet the conditions agreed to in this Consent Agreement, Respondent's license may be immediately administratively suspended pending compliance. Non-compliance may result in further discipline. Any license law violations by Respondent constitute a failure to meet the conditions of this Consent Agreement. In addition, the failure to comply with the letter, intent or spirit of this Consent Agreement may result in the immediate lifting of any stay that may be in effect, in accordance with section 1-23-370(c).
7. Respondent acknowledges that Respondent has the right to a hearing and to be represented by counsel in this matter. Respondent freely, knowingly, and voluntarily waives such rights by entering into this Consent Agreement. Respondent understands and agrees that by entering into this Consent Agreement he voluntarily relinquishes any right to judicial review of this or any other Board action(s) that may be taken concerning this and any related matters.
8. Respondent understands and agrees that this Consent Agreement will not become effective unless and until approved by this Board.
9. Respondent understands and agrees that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding or prejudice the right of the Board to adjudicate this matter. Respondent hereby agrees to waive any rights Respondent might have to challenge the impartiality of the Board to hear the underlying complaint based

upon prior knowledge obtained by the Board through consideration of this Consent Agreement if, after review of the Board, this Consent Agreement is not approved.

10. Respondent understands that this Consent Agreement, if approved, pursuant to the South Carolina Freedom of Information Act, section 30-40-10, *et seq.*, together with attachments, if any, is a public document, and this action will be reported to the National Practitioner Data Bank as required.

11. This Consent Agreement shall take effect immediately upon receipt by Respondent or his counsel.

AND IT IS SO AGREED

STATE BOARD OF DENTISTRY

July 10, 2015



Douglas J. Alterman, D.M.D.
President of the Board

WE CONSENT:



WILLIAM EARNEST ALTMAN, D.D.S. **DDS**
Respondent

5/1/15
Date



D. Jay Davis, Jr.
Attorney for Respondent

5/1/15
Date



PRENTISS COUNTS SHEALEY
Assistant Disciplinary Counsel
S.C. Department of Labor, Licensing & Regulation

5/6/15
Date