

**MEMORANDUM OF ACKNOWLEDGEMENT AND UNDERTAKING (MAU)**  
**WITH MENTORSHIP AGREEMENT ATTACHED**  
**BETWEEN THE**  
**COLLEGE OF DENTAL SURGEONS OF BC (THE COLLEGE)**  
**AND**  
**DR. MAHSA FARSHCHI**

1. This MAU is made pursuant to s. 36 of the *Health Professions Act* (the "Act").
2. I, Dr. Mahsa Farshchi:
  - (a) understand that with respect to the complaint made by DG, College complaint file #XXXXXX, the College considered that I would benefit from an educational program to enhance my recordkeeping, informed consent protocols, diagnosis and treatment planning as it relates to prosthodontics, prosthodontic treatment, radiographic interpretation, billing and advertising and promotional activities;
  - (b) undertake to review the Dental Recordkeeping Guidelines published by the College and complete the "for credit" version of the College's online dental recordkeeping course (available on the College's website [www.cdsbc.org](http://www.cdsbc.org) under the "Practice Resources" heading), within 3 months of signing the MAU;
  - (c) agree that in future, my recordkeeping will comply with the Dental Recordkeeping Guidelines and any future modifications of that document;
  - (d) undertake to complete the "for credit" version of the College's online "More Tough Topics" course (available on the College's website [www.cdsbc.org](http://www.cdsbc.org) under the "Practice Resources" heading), within 3 months of signing this MAU;
  - (e) undertake to review and abide by the College's Bylaw 12 (Advertising and Promotional Activities) and to remove patient testimonials and warranties from my website in compliance with Bylaw 12;



- (f) undertake, at my cost, to successfully complete the Professional/Problem Based Ethics Program (ProBE) by the end of 2020. I understand that successful completion of the course means that I must achieve an unconditional pass. I also understand the College will provide information to ProBE about the basis for my referral;
- (g) undertake to cease providing prosthodontic treatment unless the treatment is being provided under the supervision of the mentor mentioned at paragraph 1(i) of this MAU (the "Mentor"), or in the course of the prosthodontic study club and under the supervision of the study club mentor described in paragraph 1(m) of this MAU. This limit will remain in force until the College receives a report from the Mentor that is satisfactory to the College indicating that my prosthodontic dentistry meets the standards expected in B.C.;
- (h) understand that pursuant to the *Act*, the limitation on my practice as set out at paragraph 1(g) of this MAU must be included on the College's register, and online Registrant Lookup, which are public;
- (i) undertake to enter into, at my own expense, a mentorship agreement with a Mentor acceptable to the College in the form attached to this MAU;
- (j) undertake to complete the prosthodontic mentorship sessions within 6 months of commencing the mentorship agreement;
- (k) understand that if the Mentor's report is not satisfactory, then I will meet with the College to discuss how to resolve these issues. If I am not able to come to an agreement with the College, I understand the monitoring file may be referred to the Inquiry Committee for direction;
- (l) undertake to arrange for a referral to a prosthodontist acceptable to the College for the replacement of the defective crowns noted for patients identified in the Inquiry Committee memo as patient F, H, I & J at no additional cost to the patient, or to personally replace said defective crowns without charge during the clinical hands-on prosthodontic study club described at paragraph 1(m) of this MAU;
- (m) undertake to enrol in and attend a clinical hands-on prosthodontic study club, which must be pre-approved by the College, within 9 months of successfully completing the prosthodontic mentorship requirement under paragraph 1(i) of this MAU;
- (n) agree to participate in the College-approved prosthodontic study club for a minimum of two educational calendar years and undertake to attend at least 75% of the sessions and actively participate and treat patients while at the study club;



- (o) following the second year of attendance at the prosthodontic study club, will obtain from the study club mentor and provide to the College, a report with respect to the prosthodontic care I have provided in the study club;
- (p) undertake to take diagnostic quality pre & post cementation radiographs of all prosthodontic treatment I provide for use in the chart review referred to hereafter;
- (q) agree to undergo a chart review with the College. Six months after completion of the educational courses set out in this MAU and the College receiving the mentors' final report confirming successful completion of the mentorship or when the College otherwise determines that I have addressed the issues of concern, I will provide the College with copies of all insurance remittance summary statements and day-end summary sheets for the preceding 3 months. However if in the College's opinion, the insurance remittance summary statements and day-end summary sheets do not include a sufficient number of prosthodontic treatments to allow for an appropriate chart review, the College will request and I will provide the insurance remittance summary statements and day-end summary sheets for the 2 months preceding the statements and sheets already provided. The College will choose the names of 7 patients from those documents and I will choose the names of 3 patients from those documents and provide the College with those selected complete patient charts (including radiographs) for the chart review. This process will be repeated at 12 months;
- (r) understand that if the Complaint Investigator conducting the chart review has concerns arising from the review of the patient charts referred to in paragraph 1(q), I will be informed and allowed to respond. The concerns, my response and proposals to address the concerns may then be referred to the Inquiry Committee for its consideration and direction;
- (s) understand that where this MAU indicates this matter may be referred to the Inquiry Committee for consideration or direction, this may include any disposition pursuant to s.33(6) of the *Act* including direction for issuance of a citation;
- (t) understand and agree that this MAU is made with respect to a "serious matter" as that term is defined in s. 26 of the *Act* and that public notification will be made pursuant to s. 39.3 of the *Act* by publication of this MAU in its entirety except that the name of the complainant will be redacted;
- (u) agree to respond to any requests from the College and the Mentor in a timely manner;
- (v) agree that I will promptly inform the College in writing when I comply with any requirement of this MAU;
- (w) agree that if a deadline or requirement has not been met, I will immediately inform the College that it has not been met;



- (x) understand that a monitoring file will be opened to track my compliance with this MAU;
- (y) understand that this disposition under s. 36 of the *Act* may be taken into account in the event of a future complaint by the Inquiry Committee or a Discipline Committee as past action pursuant to s. 39.2 of the *Act*;
- (z) confirm that I have read and understand this MAU, and have entered into this MAU with the advice of legal counsel and am aware of my rights and responsibilities.

THE COLLEGE OF DENTAL SURGEONS OF B.C., through its Registrar, has advised Dr. Farshchi:

- (a) it may view any breach of this MAU once signed as unprofessional conduct;
- (b) that following the successful completion of all the terms of the MAU, the monitoring file will be closed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Mahsa Farshchi

\_\_\_\_\_  
Dr. Chris Hacker, Registrar  
College of Dental Surgeons of  
British Columbia



**MENTORING AGREEMENT BETWEEN DR. MAHSA FARSHCHI  
AND  
DR. XXX(PROSTH MENTOR)  
AND  
THE COLLEGE OF DENTAL SURGEONS OF BC (THE COLLEGE)**

Whereas:

- A. The College investigated a complaint regarding dental treatment provided by Dr. Mahsa Farshchi;
- B. Dr. Farshchi has agreed, to undertake a clinical mentorship with a mentor approved by the College, who will work with her to improve her standards of practice;
- C. Dr. XXX has agreed to act as a mentor for Dr. Farshchi for the term of this agreement or for so long as the parties agree;

The parties therefore agree as follows:

1. Dr. Farshchi requests and Dr. XXX agrees that he/she will meet with Dr. Farshchi for 3 sessions each lasting one day (7 hours) or the equivalent in half day sessions (3.5 hours) to be concluded within 6 months of the date of this agreement or for such other period as the parties may hereto agree, with allowances being made for absences due to holiday and schedule changes;
2. The mentoring sessions will cover:
  - Radiographic interpretation;
  - Prosthodontic diagnosis and treatment planning;
  - Prosthodontic treatment; and
  - current concepts in prosthodontic treatment;
3. Dr. Farshchi will provide the College with a copy of the initial schedule of mentoring sessions as established between Dr. XXX and herself.
4. At the conclusion of the mentorship, Dr. XXX will report in writing to the College with a copy to Dr. Farshchi. The report will include:



- areas addressed throughout the mentorship and an assessment of any areas requiring improvement;
  - an assessment of Dr. Farshchi's improvements and current competency;
  - an indication of Dr. Farshchi's readiness to provide prosthodontic treatment without supervision;
5. Dr. XXX 's fee for acting under this agreement is \$XXX for each full day or part thereof or \$XXX for each half day spent with Dr. Farshchi plus reasonable travel and preparation expenses and \$250.00 for each report prepared by Dr. XXX for the College pursuant to this agreement, plus all applicable taxes. Dr. XXX's fees and applicable taxes will be paid by the College from monies deposited with the College by Dr. Farshchi. Dr. XXX will invoice the College for such amounts on the date of each attendance/report or as soon as possible thereafter, with a copy to Dr. Farshchi;
  6. Dr. Farshchi will provide the College with \$ XXX upon signing this agreement, such funds to be used to pay Dr. XXX. Dr. Farshchi will provide the College with sufficient additional funds as requested by the College in writing from time to time to pay Dr. XXX for his/her services pursuant to this agreement;
  7. Dr. XXX agrees to keep confidential any information he/she obtains as a result of this agreement and further agrees he/she may only disclose information obtained in the course of his/her mentorship of Dr. Farshchi under this agreement to the College and to Dr. Farshchi;
  8. Dr. XXX and the College agree that Dr. Farshchi may terminate this agreement if she feels that the mentorship arrangement is not benefitting her. In that event, however, it will be necessary for Dr. Farshchi and the College to agree to an alternate remedial program, failing which the matter will be referred to the Inquiry Committee for direction;
  9. Dr. XXX may also terminate this agreement if he/she feels he/she is unable to accomplish the goals of the mentorship. In that event, however, it will be necessary for Dr. Farshchi and the College to agree to an alternate remedial program, failing which the matter will be referred to the Inquiry Committee for direction;
  10. Dr. Farshchi understands and agrees that participation in a mentorship is not a guarantee of performance or competence and that she alone is entirely responsible for her competent practice both during and after the period of mentorship. Dr. Farshchi agrees that she will not under any circumstances make any claim against Dr. XXX with respect to any matter arising out of Dr. XXX's mentorship of Dr. Farshchi;



11. Dr. Farshchi further agrees that she will indemnify and hold harmless Dr. XXX with respect to any claim made by a third party related to any matter arising out of Dr. XXX's mentorship of Dr. Farshchi;

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Mahsa Farshchi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. (Mentor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Chris Hacker, Registrar  
College of Dental Surgeons of British  
Columbia

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2. I, Dr. Mahsa Farshchi:
  - (a) understand that with respect to the complaint made by SC, College File #XXXXXX, the College considered that I would benefit from an educational program to enhance my ethical conduct as it relates to billing;
  - (b) undertake at my cost to successfully complete the Professional/Problem Based Ethics Program (ProBE) by the end of 2020. I understand that successful completion of the course means that I must achieve an unconditional pass. I also understand the College will provide information to ProBE about the basis for my referral;
  - (c) agree that in future, my billing practices will accurately reflect the service provided;
  - (d) understand and agree that this MAU is made with respect to a "serious matter" as that term is defined in s. 26 of the *Act* and that public notification will be made pursuant to s. 39.3 of the *Act* by publication of this MAU in its entirety except that the name of the complainant will be redacted;
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Dr. Mahsa Farshchi

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Date

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Dr. Chris Hacker, Registrar  
College of Dental Surgeons of  
British Columbia