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**MEMORANDUM OF AGREEMENT AND UNDERSTANDING (MAU) WITH MENTORSHIP**

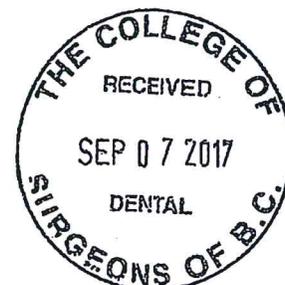
**AGREEMENT ATTACHED**

**BETWEEN THE**

**COLLEGE OF DENTAL SURGEONS OF BC (THE COLLEGE)**

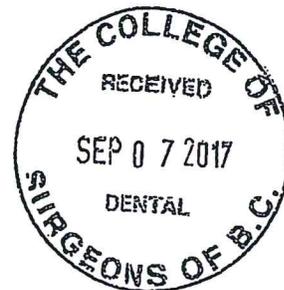
**AND**

**DR. YOUNG HEE LEE**



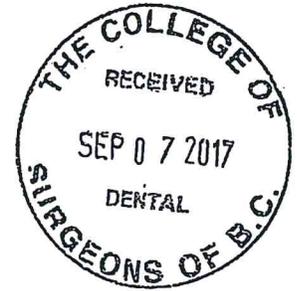
**1. I, DR. YOUNG HEE LEE**

- (a) understand that with respect to the investigation of a complaint made by *redacted*, the College considered that I would benefit from an educational program to enhance my recordkeeping, billing practices and ethics;
- (b) acknowledge that I entered into an MAU with the College pursuant to which College monitoring *redacted* was opened;
- (c) understand that a review of a selection of my charts as provided for in the MAU revealed serious concerns regarding ethics, billing and recordkeeping, as well as continuing concerns with diagnosis and treatment planning, periodontal diagnosis, fixed prosthodontics and radiographic interpretation. The Inquiry Committee directed that a complaint file be opened to track the resolution of this matter *redacted*
- (d) agree to a suspension from the practice of dentistry for a period of 2 months, beginning Tuesday, 5 September 2017;
  - i. understand that during the period of suspension I am prohibited from receiving payment, directly or indirectly in respect of services provided by other dentists, hygienists or Certified Dental Assistants in any practice I may own as set out in Bylaw 10.06(3); and
  - ii. agree that the College may require and I must produce such documentation the College deems necessary to confirm that

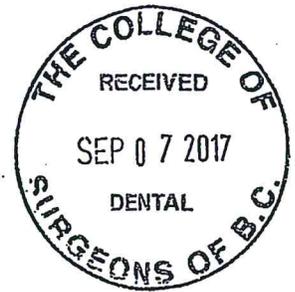


I have not received any payment in respect of services as set out in 1.(d).(i) of this MAU;

- (e) agree to pay to the College a fine in the amount of \$15,000.00 by 1 November 2017;
- (f) undertake to:
  - i. bill only for treatment that has been provided and that was indicated;
  - ii. bill only in accordance with the BCDA Fee Guide or applicable Insurer's Fee Guide; and
  - iii. not repeat the conduct of concern;
- (g) confirm that I completed the College's online dental recordkeeping course on 11 May 2017;
- (h) agree that in future, my recordkeeping will comply with the Dental Recordkeeping Guidelines Established by the College and any future modifications of that document;
- (i) undertake to complete the College's online "More Tough Topics" course (available online at the College's website [www.cdsbc.org](http://www.cdsbc.org) under the "Practice Resources" heading) within 3 months of signing this MAU;
- (j) undertake to enrol in and attend a radiographic interpretation course to be provided by *redacted* within six months of signing this MAU;
- (k) undertake to successfully complete the Professional/Problem Based Ethics Program (ProBE) at my cost within 9 months of signing this MAU. I understand that successful completion of the course means that I must achieve an unconditional pass. I also understand that the College will provide information to ProBE about the basis for my referral. I agree to promptly notify the College of the place and date at which I will attend the course and I understand that the course organizer will provide a report to the College following completion;
- (l) undertake to enter into, at my own expense, a mentorship agreement with *redacted* a mentor acceptable to the College. A copy of my mentorship agreement with *redacted* is attached to and forms part of this MAU.



- (m) undertake to complete the mentorship sessions within 6 months after signing this MAU;
- (n) understand that if the mentor's report indicates that I have not satisfactorily addressed any or all of the educational requirements, 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;
- (o) undertake to take post-operative radiographs of all prosthodontic treatment I provide for 12 months following the signing of this MAU, or such other period as the College and I agree for use in the chart review referred to hereafter;
- (p) undertake, following the final report from *redacted* to a chart review with the College. Six months after the College receives the final report 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 for the preceding 3 months provided however that if in the College's opinion, the insurance remittance summary statements do not include a sufficient number of prosthodontic or periodontal treatments to allow for an appropriate chart review, the College will request and I will provide additional insurance remittance summary statements for the two months preceding the statements already provided. The College will choose the names of 7 patients from those statements and I will choose the names of 3 patients from those statements and provide the College with those 10 complete patient charts (including radiographs) for the chart review. That process will be repeated at 6 months;
- (q) understand that if the chart reviews indicate ongoing concerns with any of my recordkeeping, informed consent protocols, billing, prosthodontic treatment and periodontal diagnosis and treatment planning and periodontal treatment, I will be informed and allowed to respond. The concerns, my response and proposals to address the concerns, if any, may then be referred to the Inquiry Committee for their consideration and direction;
- (r) understand that where this MAU indicates that this matter may be referred to the Inquiry Committee for consideration or direction, the Inquiry Committee's direction may include any disposition pursuant to s.33(6) of the *Health Professions Act* including disciplinary action;



- (s) agree to respond to any requests from the College redacted in a timely manner;
- (t) agree that I am responsible for and will promptly inform the College in writing when I comply with any requirement of this MAU or if a deadline or requirement has not been met, informing the College that it has not been met and advising the College when and how I will meet the requirement;
- (u) understand that this MAU may be taken into account in the event of a future complaint;
- (v) confirm that I have read and understand this MAU, and have had the opportunity to obtain legal advice on its contents;
- (w) understand that the College considers this to be a serious matter within the meaning of the *Health Professions Act* and that publication is required pursuant to S.39.3 of the HPA;

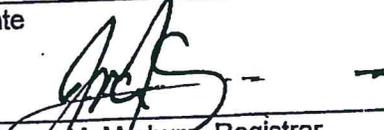
2. THE COLLEGE OF DENTAL SURGEONS OF B.C., through its Registrar, Jérôme M. Marburg, has advised Dr. Young Hee Lee:

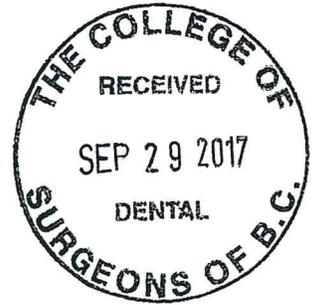
- (a) it may view any breach of this MAU once signed as unprofessional conduct;
- (b) that following the successful completion of all the terms of the MAU, the monitoring file will be closed.

Date Aug 29, 2017

  
Dr. Dr. Young Hee Lee

Date 13 Sept 2017

  
Jérôme M. Marburg, Registrar  
College of Dental Surgeons of  
British Columbia



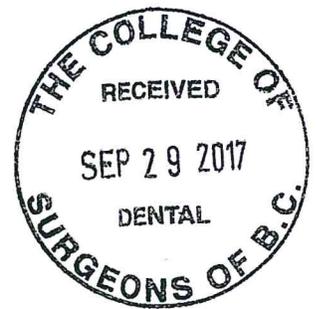
**MENTORING AGREEMENT BETWEEN DR. YOUNG HEE LEE,  
DR. *redacted*  
AND  
THE COLLEGE OF DENTAL SURGEONS OF BC (THE COLLEGE)**

Whereas:

- A. The College conducted a chart review which raised concerns regarding the dental services provided by Dr. Young H. Lee;
- B. Dr. Lee has agreed to undertake a mentorship with a dentist approved by the College, who will work with him to improve his standards of practice;
- C. Dr. *redacted* has agreed to act as a mentor for Dr. Lee for the term of this agreement or for so long as the parties agree;
- D. Dr. Lee, Dr. *redacted* and the College enter into this agreement with a view to developing a flexible process that will assist Dr. Lee in improving his standards of practice in a professional and supportive environment.

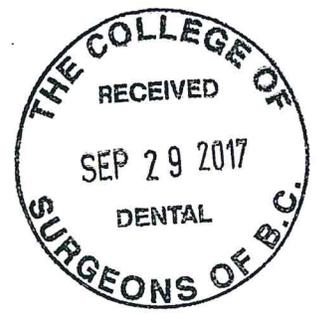
The parties therefore agree as follows:

1. Dr. Lee requests and Dr. *redacted* agrees that he will act as mentor to Dr. Lee for 10 one day sessions or such other period of time agreed upon by the College, Dr. *Redacted* and Dr. Lee;
2. The mentoring sessions will cover:
  - prosthodontic diagnosis and treatment planning;
  - fixed prosthodontic treatment;
  - current concepts in periodontal treatment;
  - periodontal diagnosis and treatment planning; and
  - periodontal treatment.
3. Dr. *redacted* agrees that he will meet with Dr. Lee for 10 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 MAU or for such other



period as the parties may hereto agree, with allowances being made for absences due to holiday and schedule changes;

4. Dr. *redacted*'s fee for acting under this MAU is \$ *redacted* for each full day or part thereof or \$ *redacted* for each half day spent with Dr. Lee plus reasonable travel and preparation expenses and \$ *redacted* for each report prepared by Dr. *redacted* for the College pursuant to this agreement, together with all applicable taxes. Dr. *redacted*'s fees and applicable taxes will be paid by the College from monies deposited with the College by Dr. Lee. Dr. *redacted* 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. Lee;
5. Dr. Lee will, upon signing this MAU provide the College with \$ *redacted* such funds to be used to pay Dr. *redacted*. Dr. Lee will provide the College with sufficient additional funds as requested by the College in writing from time to time to pay Dr. *redacted* for his services pursuant to this MAU;
6. Dr. Lee will provide the College with a copy of the initial schedule of mentoring sessions as established between Dr. *redacted* and himself. After 5 mentorship sessions, Dr. *redacted* will report in writing to the College, with a copy to Dr. Lee. The report will include:
  - an assessment of Dr. Lee's practice including identifying areas that require improvements;
  - any improvements in Dr. Lee's practice observed to the date of the report; and
  - recommendations for areas to be addressed in the remaining sessions.
7. At the conclusion of the mentorship, Dr. *redacted* will report in writing to the College with a copy to Dr. Lee. The report will include:
  - areas addressed throughout the mentorship;
  - Assessment of Dr. Lee's improvements and current competency;
8. Dr. *redacted* agrees to keep confidential any information he obtains as a result of this agreement and further agrees he may only disclose



information obtained in the course of his/her mentorship of Dr. Lee under this agreement to the College and to Dr. Lee;

- 9. Dr. *redacted* and the College agree that Dr. Lee may terminate this agreement if he feels that the mentorship arrangement is not benefitting him. In that event, however, it will be necessary for Dr. Lee 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. *redacted* may also terminate this agreement if he feels he is unable to accomplish the goals of the mentorship. In that event, however, it will be necessary for Dr. Lee and the College to agree to an alternate remedial program, failing which the matter will be referred to the Inquiry Committee for direction;
- 11. Dr. Lee understands and agrees that participation in a mentorship is not a guarantee of performance or competence and that he alone is entirely responsible for his competent practice both during and after the period of mentorship. Dr. Lee agrees that he will not under any circumstances make any claim against Dr. *redacted* with respect to any matter arising out of Dr. *redacted* mentorship of Dr. Lee;
- 12. Dr. Lee further agrees that he will indemnify and hold harmless Dr. *redacted* with respect to any claim made by a third party related to any matter arising out of Dr. *redacted*'s mentorship of Dr. Lee;

Date: Aug 31, 2017

*[Signature]*  
Dr. Young H. Lee

Date: \_\_\_\_\_

Dr. *redacted*

Date: 16 Oct 2017

*[Signature]*  
Jerome M. Marburg, Registrar  
College of Dental Surgeons of British Columbia