

IN THE MATTER OF
The Health Professions Act, RSBC 1666 c. 183

AND

IN THE MATTER OF
THE COLLEGE OF DENTAL SURGEONS OF
BRITISH COLUMBIA AND
DR. KARIM A. LALANI

CONSENT ORDER
Under s. 37.1 of the *Health Professions Act*

After considering the Consent Order Proposal (the "Proposal") to the Inquiry Committee of the College of Dental Surgeons of British Columbia (the "College") submitted by the registrant, Dr. Karim A. Lalani, on February 26, 2018 and attached; and after considering Dr. Lalani's admissions as set out in the Proposal, the Inquiry Committee orders:

1. In relation to the admission of professional misconduct, Dr. Lalani is reprimanded and shall be suspended from the practice of dentistry for a period of six (6) months, beginning 12:00 a.m. on April 1, 2018 and ending 11:59 p.m. on September 30, 2018.
2. Dr. Lalani must pay the College a fine in the amount of \$25,000 and costs in the amount \$5,000.
3. Dr. Lalani must complete at his own cost and to the satisfaction of the College, the educational program, as set out in the attached Consent Proposal Educational Agreement between the College and Dr. Lalani.
4. During the period of suspension, Dr. Lalani is prohibited from receiving payment directly or indirectly in respect of services provided by other dentists in any practice he may own, and will not be involved in any aspect of patient care, but may be involved in administrative and financial aspects of any dental practice he owns as those terms are defined in the attached Proposal.

This Consent Order is approved by the following Panel of the Inquiry Committee on the 27th day of February, 2018.

Patricia Hunter
Dr. Patricia Hunter, Chair

Feb 27/18
Date

Dr. Ellen Park, Panel Member

Date

Mr. Tom Clarke, Panel Member

Date

This Consent Order is approved by the following Panel of the Inquiry Committee on the _____ day of February, 2018.

Dr. Patricia Hunter, Chair

Date

Dr. Ellen Park, Panel Member

Date



Mr. Tom Clarke, Panel Member

February 27/18

Date

This Consent Order is approved by the following Panel of the Inquiry Committee on the _____ day of February, 2018.

Dr. Patricia Hunter, Chair

Date



Dr. Ellen Park, Panel Member

Feb 27, 2018

Date

Mr. Tom Clarke, Panel Member

Date

IN THE MATTER OF
The Health Professions Act, RSBC 1996 c. 183

Between:

THE COLLEGE OF DENTAL SURGEONS OF
BRITISH COLUMBIA

And:

DR. KARIM A. LALANI

**CONSENT ORDER PROPOSAL TO
INQUIRY COMMITTEE**

REGISTRANT ADMISSIONS AND CONSENTS

Citation issued: September 6, 2017
Hearing dates: March 12 – 29, 2018
Proposal submitted: February 26, 2018

AUTHORITY AND ACKNOWLEDGMENTS

1. As permitted under section 37.1(1) of the *Health Professions Act* (the "HPA"), Dr. Lalani hereby provides of this consent order proposal to the inquiry committee (the "Committee") of the College of Dental Surgeons of British Columbia (the "College").
2. Dr. Lalani acknowledges that acceptance of this proposal would result in the Committee making an order consistent with the proposal, which order would be considered to be that of the discipline committee for all purposes. Dr. acknowledges that rejection of this proposal would result in the hearing of the citation in this matter proceeding and that the discipline committee in that hearing must not consider any admission or consent provided herein.

BACKGROUND AND SUMMARY OF AGREED FACTS

3. Dr. Lalani registered with the College as a dentist on August 10, 1994.
4. On November 1, 2016, the Committee directed the Registrar to issue a citation under section 37 of the *HPA*.
5. The citation was issued on September 6, 2017. The citation established the hearing dates of March 12 – 29, 2018.

ADMISSIONS

6. Dr. Lalani admits to professional misconduct in that with respect to a number of patients, he:
 - (a) provided treatment that was unnecessary and/or inappropriate and/or not supported by a diagnosis;
 - (b) provided treatment that fell below the College's expected standard;
 - (c) failed to provide patients with all reasonable treatment options, including comprehensive estimates of the proposed treatment plans;
 - (d) failed to maintain adequate records in accordance with the College's expected standard for recordkeeping; and,
 - (e) submitted insurance claims for treatment when such treatment was unnecessary, not indicated, and/or where the documented treatment did not meet the criteria for payment.

CONSENT TO ORDER AND INDEMNITY

7. Given the admissions above, Dr. Lalani proposes resolution of the citation on the following terms.


8. In relation to the admission of professional misconduct, Dr. Lalani is reprimanded and shall be suspended from the practice of dentistry for a period of six (6) months, beginning 12:00 a.m. on April 1, 2018 and ending 11:59 p.m. on September 30, 2018.
9. Dr. Lalani will pay the College a fine in the amount of \$25,000 and costs in the amount \$5,000.
10. Dr. Lalani must complete at his own cost and to the satisfaction of the College, the educational program, as set out in the attached Consent Proposal Educational Agreement between the College and Dr. Lalani.

ACKNOWLEDGEMENT AND AGREEMENT

11. Dr. Lalani acknowledges that during the period of suspension, he is prohibited from receiving payment directly or indirectly in respect of services provided by other dentists in any practice he may own. Dr. Lalani further acknowledges and undertakes to produce any documentation the College may require or deem necessary to confirm that he has not received any payment in respect of services as outlined in this paragraph.
12. Dr. Lalani acknowledges that during the period of suspension, any locum and associate dentists working in his offices will be fully autonomous and Dr. Lalani will not be involved in any aspect of patient care, but may be involved in administrative and financial aspects of any dental practice he owns. For purposes of this proposal, administrative and financial aspects of a dental practice is defined as including decisions relating to management of the dental practice, including staffing, bookkeeping, audits, marketing and accounting, but does not include any decisions relating to the necessity of treatments or any aspect of treatment planning for patients.
13. Dr. Lalani acknowledges that the failure to satisfy any one or more of the terms herein or in the educational agreement may constitute professional misconduct or unprofessional conduct and may trigger an investigation and disciplinary proceedings in accordance with the provisions in the *HPA*.
14. Dr. Lalani acknowledges that any order made by the Committee based upon this proposal constitutes "previous action" for the purposes of section 39.2 of the *HPA*.
15. Dr. Lalani confirms that he has received legal advice and representation throughout the College's investigative, disciplinary and consent order proposal processes and before agreeing to all of the facts, admissions, consents, indemnities and other terms and conditions herein.
16. Dr. Lalani confirms his understanding and agreement with respect to the mandatory public notice requirements set out in section 39.3 of the *HPA*, including his understanding that his name, the nature of the action taken and the reason for the action taken will be included in this public notice.

17. The College and Dr. Lalani agree that this proposal may be executed in counterparts and delivered by facsimile or as an electronic document.

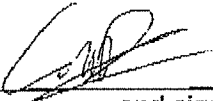
Respectfully submitted to the Committee by:



Dr. Karim A. Lalani

Feb 26, 2018
Date

Signature of Dr. Lalani witnessed on the above date by:



Witness name and signature
Parker. Chhoy

IN THE MATTER OF
The Health Professions Act, RSBC 1666 c. 183

Between:

THE COLLEGE OF DENTAL SURGEONS OF
BRITISH COLUMBIA

And:

DR. KARIM A. LALANI

**CONSENT ORDER PROPOSAL TO
INQUIRY COMMITTEE
EDUCATIONAL AGREEMENT**

Citation issued: September 6, 2017
Hearing dates: March 12 – 29, 2018
Proposal submitted: February 26, 2018

1. I, DR. KARIM A. LALANI

- (a) understand that with respect to the citation issued by the College on September 6, 2017, the College considered that I would benefit from an educational program to enhance my recordkeeping, informed consent protocols, billing practices, prosthodontic treatment, periodontal diagnosis and treatment planning and periodontal treatment;
- (b) undertake to complete the College's online dental recordkeeping course within three months of signing this educational agreement;
- (c) agree that in future, my recordkeeping will comply with the Dental Recordkeeping Guidelines established by the College and any future modifications of that document;
- (d) undertake to complete the College's online "More Tough Topics" course within three months of signing this educational agreement;
- (e) undertake, at my cost, to successfully complete the Professional / Problem Based Ethics Program (ProBE) within 12 months of signing this educational agreement;
- (f) undertake to enter into, at my cost, and mentorship agreement with a periodontal and prosthodontics specialist, Dr. _____, a mentor acceptable to the College. The agreement will provide for:
 - (i) a period of mentorship with Dr. _____ of 10 one-day sessions or such other period of time as the College, Dr. _____ and I agree;
 - (ii) Dr. _____ will meet with me for the mentoring sessions which will include but not be limited to:
 - A. prosthodontic diagnosis and treatment planning;
 - B. fixed prosthodontic treatment with an emphasis on marginal integrity and placement;
 - C. current concepts and periodontal treatment;
 - D. periodontal diagnosis and treatment planning; and
 - E. periodontal treatment.
 - (iii) After five mentorship sessions, Dr. _____ will provide a report in writing to the College (the interim report) with a copy to me. The report will set out Dr. _____'s observations of the mentorship sessions to date and will outline a course of action for any subsequent sessions;

- (iv) after the final mentorship session, Dr. _____ will provide a report in writing to the College (the final report) with a copy to me. The report will set out Dr. _____'s assessment of my prosthodontic diagnosis and treatment planning and fixed prosthodontic treatment, periodontal treatment and periodontal diagnosis and treatment planning. Dr. _____ will also identify any areas, if such exists, that do not meet the standards expected in the province of BC;
- (v) a copy of my mentorship agreement with Dr. _____ is attached to and forms part of this educational agreement.
- (g) undertake to complete the mentorship sessions within ____ months after signing this educational agreement;
- (h) 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;
- (i) undertake, following the report from Dr. _____, to enter into a 24-month period of monitoring with the College. Twelve 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 three months. However, 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 the insurance remittance summary statements for the two months preceding the statements already provided. The College will choose the names of 16 patients from those statements and I will choose the names of four patients from those statements and provide the College with those 20 complete patient charts (including radiographs) for the chart review. That process will be repeated at the 24-month stage;
- (j) understand that if the complaint investigator conducting the chart reviews considers any of the recordkeeping, informed consent protocols, billing, prosthodontic treatment and periodontal diagnosis and treatment planning and periodontal treatment does not meet the expected standard, I will be informed and allowed this 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;
- (k) agreed to respond to any requests from the College or Dr. _____ in a timely manner;

- (l) agree that I am responsible for promptly informing the College in writing when I comply with any requirement of this educational agreement 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;
 - (m) understand that this educational agreement may be taken into account in the event of a future complaint;
 - (n) confirm that I have read and understand this educational agreement, and have had the opportunity to obtain legal advice on its contents;
2. THE COLLEGE OF DENTAL SURGEONS OF B.C., through its Registrar, Jerome M. Marburg, has advised Dr. Karim A. Lalani that:
- (a) it may view any breach of this educational agreement once signed as unprofessional conduct;
 - (b) following the successful completion of all the terms of the educational agreement, the monitoring file will be closed.



Dr. Karim A. Lalani

Feb 26, 2018.

Date

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

Date

**MENTORING AGREEMENT BETWEEN
DR. KARIM A. LALANI, DR. _____,
AND
THE COLLEGE OF DENTAL SURGEONS OF BC**

Whereas:

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

The parties therefore agree as follows:

- 1. Dr. Lalani requests and Dr. _____ agrees that he/she will act as mentor to Dr. Lalani for 10 one-day sessions or such other period of time agreed upon by the College, Dr. Lalani and Dr. _____;
- 2. The mentoring sessions will cover:
 - (a) prosthodontic diagnosis and treatment planning;
 - (b) fixed prosthodontic treatment with an emphasis on marginal integrity and placement;
 - (c) current concepts in periodontal treatment;
 - (d) periodontal diagnosis and treatment planning; and
 - (e) periodontal treatment.
- 3. Dr. _____ agrees that he will meet with Dr. Lalani for 10 sessions each lasting one day (7 hours) or the equivalent in half-day sessions (3.5 hours) to be concluded within ___ months of the date of this educational agreement 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. _____'s fee for acting under this educational agreement is \$_____ for each full day or part thereof or \$_____ for each half day spent with Dr. Lalani plus reasonable travel and preparation expenses and \$250 for each report prepared by Dr. _____ for the College pursuant to this agreement, together with all applicable taxes. Dr. _____'s fees and applicable taxes will be paid by the College from monies deposited with the College by Dr. Lalani. Dr. _____ 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. Lalani;
5. Dr. Lalani will, upon signing this educational agreement, provide the College with \$_____, such funds to be used to pay Dr. _____. Dr. Lalani will provide the College with sufficient additional funds as requested by the College in writing from time to time to pay Dr. _____ for his services pursuant to this educational agreement;
6. Dr. Lalani will provide the College with a copy of the initial schedule of mentoring sessions as established between Dr. _____ and himself. After _____ mentorship sessions, Dr. _____ will report in writing to the College, with a copy to Dr. Lalani. The report will include:
 - (a) an assessment of Dr. Lalani's practice including identifying areas that require improvements;
 - (b) any improvements in Dr. Lalani's practice observed to date of the report; and
 - (c) recommendations for areas to be addressed in the remaining sessions.
7. At the conclusion of the mentorship, Dr. _____ will report in writing to the College with a copy to Dr. Lalani. The report will include:
 - (a) areas addressed throughout the mentorship; and
 - (b) assessment of Dr. Lalani's improvements and current competency;
8. Dr. _____ 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 mentorship of Dr. Lalani under this agreement to the College and to Dr. Lalani;
9. Dr. _____ and the College agree that Dr. Lalani may terminate this agreement if he feels that the mentorship agreement is not benefiting him. In that event, however, it will be necessary for Dr. Lalani 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. _____ 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. Lalani 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. Lalani 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. Lalani agrees that he will not under any circumstances make any claim against Dr. _____ with respect to any matter arising out of Dr. _____'s mentorship of Dr. Lalani;
12. Dr. Lalani further agrees that he will indemnify and hold harmless Dr. _____ with respect to any claim made by a third party related to any matter arising out of Dr. _____'s mentorship of Dr. Lalani.

Dr. Karim A. Lalani

Date

Dr.

Date

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

Date