

UNDERTAKING, ACKNOWLEDGEMENT AND CONSENT
(“Undertaking”)

of

DR. MAHMUD KARA
(“Dr. Kara”)

to

COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO
(the “College”)

A. PREAMBLE

(1) In this Undertaking:

“Code” means the Health Professions Procedural Code, which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended;

“Discipline Tribunal” means the Ontario Physicians and Surgeons Discipline Tribunal of the College;

“NMS” means the Drug Program Services Branch, the Narcotics Monitoring System implemented under the *Narcotics Safety and Awareness Act, 2010*;

“OHIP” means the Ontario Health Insurance Plan;

“Ontario Physicians and Surgeons Discipline Tribunal” means the Discipline Committee established under the Code;

“Public Register” means the College’s register that is available to the public.

(2) I, **Dr. Kara**, certificate of registration number **59474**, am a member of the College.

(3) I, **Dr. Kara**, acknowledge following numerous patient complaints, and a report about my compliance with the College’s Out-of-Hospital Premises (OHP) Standards as Medical Director of several OHPs, the College conducted investigations (the “Investigations”) into my care of patients and whether I engaged in professional misconduct and/or am incompetent in my cosmetic surgery practice.

(4) I, **Dr. Kara**, acknowledge that, in addition to accepting this Undertaking, the College will also deliver a caution in person in relation to several of the complaints against me.

B. UNDERTAKING

(5) I, **Dr. Kara**, undertake to abide by the provisions of this Undertaking, effective immediately.

(6) ***Practice Restrictions***

(a) I, **Dr. Kara**, undertake that I will not act as the Medical Director of any Out-of-Hospital Premises, as defined in Part XI of Ontario Regulation 114/94 under the *Medicine Act, 1991*, and the College's Out-Of-Hospital Premises Inspection Program Standards.

(b) I, **Dr. Kara**, undertake not to perform any procedure(s) that can only be performed in an Out-of-Hospital Premises, as defined in Part XI of the Ontario Regulation 114/94 under the *Medicine Act, 1991* and the OHPIP Program Standards (as amended from time to time) and/or as determined by the College, unless approved to do so by the College.

(c) I, **Dr. Kara**, undertake to work in only one practice location;

(d) I, **Dr. Kara**, undertake to only practice in a group practice setting;

(e) I, **Dr. Kara**, undertake to work no more than twenty (20) hours per week for the first three (3) months of this Undertaking, and no more than forty (40) hours per week thereafter;

(f) I, **Dr. Kara**, undertake that my practice will be restricted to the following cosmetic procedures, under local or no anaesthetic:

(i) fillers;

(ii) injections;

(iii) scar revision under two (2) centimetres;

(iv) minor dermatological procedures, include removal of benign skin lesions;

(g) I, **Dr. Kara**, undertake to comply with the College's policy on Advertising, as well as Ontario Regulation 114/94 under the *Medicine Act*, in particular, by ensuring that any advertising of my practice is accurate and factual in terms of the services I am able to provide.

(7) ***Posting a sign***

(a) I, **Dr. Kara**, undertake that I shall post a sign in all waiting rooms, examination rooms and consulting rooms, in my Practice Location, in a clearly visible and secure location, at all times whether or not I am physically present at the Practice Location, in the form set out at Appendix "A". For further clarity, this sign shall state as

follows: “Dr. Kara’s practice is restricted to the following cosmetic procedures, under local or no anaesthetic:

- (i) fillers;
- (ii) injections;
- (iii) scar revision under two (2) centimetres; and
- (iv) minor dermatological procedures including removal of benign skin lesions.

Further information may be found on the College of Physicians and Surgeons of Ontario website at www.cpsso.on.ca”.

- (b) I, **Dr. Kara**, undertake to post a certified translation in any language in which I provide services, of the sign described in section (7)(a) in all waiting rooms of all my Practice Locations, in a clearly visible and secure location, in the form set out at Appendix “A”.
 - (c) I, **Dr. Kara**, undertake to provide the certified translation described in section (7)(b), to the College within thirty (30) days of executing this Undertaking.
 - (d) I, **Dr. Kara**, undertake that if I elect, after the execution of this Undertaking, to provide services in any other language, I will notify the College prior to providing any such services.
 - (e) I, **Dr. Kara**, undertake to provide to the College the certified translation described in section (7)(b) prior to beginning to provide services in any language described in section (7)(d).
- (8) ***Clinical Supervision***
- (a) I, **Dr. Kara**, undertake to practise under the guidance of a clinical supervisor or clinical supervisors acceptable to the College (the “Clinical Supervisor” or “Clinical Supervisors”), for at least seven (7) months (“Clinical Supervision”).
 - (b) I, **Dr. Kara**, undertake to remain free of any conflict of interest with the Clinical Supervisor.
 - (c) I, **Dr. Kara**, acknowledge that I have reviewed the Clinical Supervisor’s undertaking, attached hereto as Appendix “B”, and understand what is required of the Clinical Supervisor. The Clinical Supervisor will, at minimum:
 - (i) Facilitate the education program set out in the Individualized Education Plan (“IEP”), attached hereto as Appendix “C”;
 - (ii) Review the materials provided by the College and have an orientation session with me, including to discuss the objectives for the Clinical Supervision;

- (iii) Meet with me at my Practice Location, or another location approved by the College, once every week for a minimum of four (4) weeks;
- (iv) For a minimum of four (4) weeks, directly observe all of my patient encounters (“High Level Supervision”). If fewer than thirty (30) patients have been seen by me over four (4) weeks, High Level Supervision shall not end until a minimum of four (4) weeks, and a minimum of thirty (30) patient encounters have been observed;
- (v) After a minimum of four (4) weeks of High Level Supervision with direct observation of all patient encounters has occurred, and a minimum of thirty (30) patient encounters have been observed, if my Clinical Supervisor recommends and the College approves a reduction in Clinical Supervision, my Clinical Supervisor will meet with me at my Practice Location, or another location approved by the College, once every two (2) weeks for a minimum of three (3) months (“Moderate Level Supervision”);
- (vi) During Moderate Level Supervision, directly observe a minimum of fifteen (15) patient encounters every two (2) weeks, or all encounters should I have fewer than fifteen (15) patient encounters in the previous two (2) weeks. Moderate Level Supervision shall not end until a minimum of three (3) months and a minimum of ninety (90) patient encounters during Moderate Level Supervision have been observed;
- (vii) After a minimum of three (3) months of Moderate Level Supervision, if my Clinical Supervisor recommends and the College approves a reduction in the level of supervision, my Clinical Supervisor will meet with me at my Practice Location, or another location approved by the College, once every month for a further three (3) months (“Low Level Supervision”);
- (viii) review at least fifteen (15) of my patient charts at every meeting;
- (ix) Discuss any concerns arising from the direct observation or chart reviews;
- (x) Make recommendations to me for practice improvements and ongoing professional development and inquire into my compliance with the recommendations;
- (xi) Perform any other duties, such as reviewing other documents, including my OHIP billing submissions, or conducting interviews with staff or colleagues, that the Clinical Supervisor deems necessary to my Clinical Supervision;
- (xii) Submit written reports to the College at least once every week for four (4) weeks, or until the College approves a reduction in the level of supervision to Moderate Level Supervision, once every month for the next three (3) months or until the College approves a further reduction in the level of supervision to Low Level Supervision, and then once at the end of supervision, or more

frequently if the Clinical Supervisor has concerns about my standard of practice; and

(xiii) Remain free of any conflict of interest with me.

- (d) I, **Dr. Kara**, acknowledge that the charts reviewed shall be selected by the Clinical Supervisor based on the educational needs identified in the IEP, attached hereto as Appendix “C”, as well as the areas of concern identified in the reports of the assessors, and concerns that may arise during the period of Clinical Supervision.
- (e) I, **Dr. Kara**, undertake to cooperate fully with the Clinical Supervision of my practice, conducted under the term of this Undertaking and Appendix “B” to this Undertaking, and to abide by the recommendations of my Clinical Supervisor, including but not limited to, any recommended practice improvements and ongoing professional development.
- (f) I, **Dr. Kara**, undertake to ensure that Appendix “B” to this Undertaking is signed and delivered to the College within fourteen (14) days of the date I execute this Undertaking.
- (g) I, **Dr. Kara**, undertake that if a person who has given an undertaking in Appendix “B” to this Undertaking is unable or unwilling to continue to fulfill its provisions, I shall, within fourteen (14) days of receiving notice of same, obtain an executed undertaking in the same form from a similarly qualified person who is acceptable to the College and ensure that it is delivered to the College within that time.
- (h) I, **Dr. Kara**, undertake that if I am unable to obtain a Clinical Supervisor on the provisions set out under sections (8)(f) and/or (g) above, I will cease practising medicine until such time as I have obtained a Clinical Supervisor acceptable to the College.
- (i) I, **Dr. Kara**, acknowledge that if I am required to cease practise as a result of section (8)(h) above this will constitute a term, condition or limitation on my certificate of registration and that term, condition or limitation will be included on the public register.

(9) ***Professional Education***

- (a) I, **Dr. Kara**, undertake to participate in and successfully complete all aspects of the detailed IEP, attached hereto as Appendix “C”, including all of the following professional education (the “Professional Education”):
 - (i) Review, reflection, a written summary, and discussion of the following policies with my Clinical Supervisor:
 1. [Virtual Care](#), College Policy;
 2. [Managing Tests](#), College Policy;

3. [Medical Records Documentation](#), College policy;
 4. [Availability and Coverage](#), College policy;
 5. [Delegation of Controlled Acts](#), College policy;
- (ii) Review, reflection, a written summary, and discussion of the following policies and self-study with my Clinical Supervisor and the education consultant conducting the individualized instruction:
1. The College's [Practice Guide](#);
 2. [Availability and Coverage](#), College policy;
 3. [Closing a Medical Practice](#), College policy;
 4. [Transitions in Care](#), College policy;
 5. [Protecting Personal Health Information](#), College policy;
 6. [Advertising](#), College policy;
 7. [Consent to Treatment](#), College policy;
- (iii) individualized instruction in professionalism/ethics and communication satisfactory to the College, with an instructor(s) selected by the College;
- (iv) any additional professional education recommended by my Clinical Supervisor.
- (b) I, **Dr. Kara**, undertake to provide proof to the College of my successful completion of the Professional Education, including proof of registration and attendance and participant assessment reports, within one (1) month of completing it. I acknowledge that the College will determine, in its sole discretion, whether I have successfully completed the Professional Education.
- (c) I, **Dr. Kara**, undertake to complete this requirement within three (3) months or, if no satisfactory program is available by that time, by the first possible opportunity thereafter.
- (d) I, **Dr. Kara**, acknowledge that a report or reports may be provided to the College regarding my progress and compliance with the Professional Education.
- (e) I, **Dr. Kara**, acknowledge that if any of the programs listed above become unavailable, substitution requests will be reviewed by the College and the College will determine in its sole discretion whether substitution is appropriate.

(10) ***Reassessment of Practice***

- (a) I, **Dr. Kara**, undertake that, approximately six (6) months after the completion of the Clinical Supervision set out in section (8) above and Appendix “B” to this Undertaking, and the completion of the Professional Education set out in section (9) above, I will submit to a reassessment of my practice (“the Reassessment”) by an assessor or assessors selected by the College (the “Assessor” or “Assessors”). I acknowledge that the Reassessment may include a chart review of a minimum of fifteen (15) charts, direct observation of my care, interviews with me, colleagues and co-workers, feedback from patients, and any other tools deemed necessary by the College.
- (b) I, **Dr. Kara**, undertake to co-operate fully with the Reassessment, conducted under the term of this Undertaking.
- (c) I, **Dr. Kara**, acknowledge that my Clinical Supervisor may receive and review the findings of the Assessor, and may discuss with the Assessor any issues or concerns arising from the Reassessment.
- (d) I, **Dr. Kara**, acknowledge that the results of the Reassessment will be provided to me and reported to the College and the Reassessment may form the basis of further action by the College.

(11) ***Monitoring***

- (a) I, **Dr. Kara**, undertake to inform the College of each and every location at which I practice, delegate, or have privileges, including, but not limited to, any hospitals, clinics, offices, and any Out-of-Hospital Premises or Independent Health Facilities with which I am affiliated, in any jurisdiction (collectively my “Practice Location” or “Practice Locations”), within five (5) days of executing this Undertaking. Going forward, I further undertake to inform the College of any and all new Practice Locations within five (5) days of commencing practice at that location.
- (b) I, **Dr. Kara**, undertake that I will submit to, and not interfere with, unannounced inspections of my Practice Locations and patient records by a College representative for the purposes of monitoring my compliance with the provisions of this Undertaking.
- (c) I, **Dr. Kara**, give my irrevocable consent to the College to make appropriate enquiries of OHIP, NMS and/or any person who or institution that may have relevant information, in order for the College to monitor my compliance with the provisions of this Undertaking.
- (d) I, **Dr. Kara**, acknowledge that I have executed the OHIP and NMS consent forms, attached hereto as Appendix “D” and Appendix “E”, respectively.

C. ACKNOWLEDGEMENT

- (12) I, **Dr. Kara**, acknowledge that all appendices attached to or referred to in this Undertaking form part of this Undertaking.
- (13) I, **Dr. Kara**, acknowledge and undertake that I shall be solely responsible for payment of all fees, costs, charges, expenses, etc. arising from the implementation of any of the provisions of this Undertaking.
- (14) I, **Dr. Kara**, acknowledge that I have read and understand the provisions of this Undertaking and that I have obtained independent legal counsel in reviewing and executing this Undertaking, or have waived my right to do so.
- (15) I, **Dr. Kara**, acknowledge that the College will provide this Undertaking to any Chief of Staff, or a colleague with similar responsibilities, at any Practice Location (“Chief of Staff” or “Chiefs of Staff”).
- (16) I, **Dr. Kara**, acknowledge that a breach by me of any provision of this Undertaking may constitute an act of professional misconduct and/or incompetence, and may result in a referral of specified allegations to the Discipline Tribunal of the College.
- (17) I, **Dr. Kara**, acknowledge that this Undertaking constitutes terms, conditions, and limitations on my certificate of registration for the purposes of section 23 of the Code.
- (18) ***Public Register***
 - (a) I, **Dr. Kara**, acknowledge that, during the time period that this Undertaking remains in effect, this Undertaking shall be posted on the Public Register.
 - (b) I, **Dr. Kara**, acknowledge that, in addition to this Undertaking being posted in accordance with section (18)(a) above, the following summary shall be posted on the Public Register during the time period that this Undertaking remains in effect:

Following numerous patient complaints, and a report about his compliance with the College’s Out-of-Hospital Premises (OHP) Standards as Medical Director of several OHPs, the College conducted investigations (the “Investigations”) into Dr. Kara’s care of patients and whether he engaged in professional misconduct and/or is incompetent in his cosmetic surgery practice. As a result of the investigations:

Dr. Kara’s practice will be restricted as follows:

Dr. Kara will not act as the Medical Director of any Out-of-Hospital Premises, as defined in Part XI of Ontario Regulation 114/94 under the Medicine Act, 1991, and the College’s Out-of-Hospital Premises Inspection Program Standards.

Dr. Kara will not perform any procedures that can only be performed in an Out-of-Hospital Premises.

Dr. Kara will work in only one practice location.

Dr. Kara will only practice in a group practice setting.

Dr. Kara will work no more than twenty (20) hours per week for three (3) months, and no more than forty (40) hours thereafter.

Dr. Kara will only perform the following cosmetic procedures, under local or no anaesthetic:

- i. Fillers;
- ii. Injections;
- iii. Scar revision under two (2) centimeters; and
- iv. Minor dermatological procedures, including removal of benign skin lesions.

Dr. Kara will comply with the College's policy on Advertising.

Dr. Kara will practise under the guidance of a Clinical Supervisor acceptable to the College for 7 months.

Dr. Kara will engage in professional education, including in virtual care, ethics and professionalism, medical record-keeping, delegation and consent to treatment.

Dr. Kara's practice will be reassessed by an assessor selected by the College within 6 months of the end of the period of Clinical Supervision and professional education.

D. CONSENT

(19) I, **Dr. Kara**, give my irrevocable consent to the College to provide the following information to any person who requires this information for the purposes of facilitating my completion of the Professional Education and to all Clinical Supervisors, and/or Assessors:

- (a) any information the College has that led to the circumstances of my entering into this Undertaking;
- (b) any information arising from any investigation into, or assessment of, my practice; and

- (c) any information arising from the monitoring of my compliance with this Undertaking.
- (20) I, **Dr. Kara**, give my irrevocable consent to the College to provide all Chiefs of Staff with any information the College has that led to the circumstances of my entering into this Undertaking and/or any information arising from the monitoring of my compliance with this Undertaking.
- (21) I, **Dr. Kara**, give my irrevocable consent to any persons who facilitate my completion of the Professional Education, and to all Clinical Supervisors, Chiefs of Staff and Assessors, to disclose to the College, and to one another, any of the following:
- (a) any information relevant to this Undertaking;
 - (b) any information relevant to the provisions of the Clinical Supervisor's undertaking set out at Appendix "B" to this Undertaking;
 - (c) any information relevant to the Reassessment;
 - (d) any information relevant for the purposes of monitoring my compliance with this Undertaking; and/or
 - (e) any information which comes to their attention in the course of providing the Professional Education and which they reasonably believe indicates a potential risk of harm to my patients.