

2007 DEC -5 A 11: 52

**CONSENT AGREEMENT  
BETWEEN  
CHEE YAN LEE, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Chee Yan Lee, M.D., [Dr. Lee], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Lee enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(22), Ohio Revised Code, “[a]ny of the following actions taken by the agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or the limited branches of medicine in another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(22), Ohio Revised Code, as set forth in Paragraphs E and F, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Lee is licensed to practice medicine and surgery in the State of Ohio, License # 35-076903.

- D. Dr. Lee states that he is also licensed to practice medicine and surgery in the State of Florida.
- E. Dr. Lee admits that, on or about March 16, 2006, he signed a Settlement Agreement with the State of Florida Department of Health, and that the Settlement Agreement was adopted by the State of Florida Board of Medicine in a Final Order which became effective on or about June 20, 2006. Dr. Lee admits that, pursuant to the June 20, 2006 Final Order, he was issued a letter of concern, fined \$5,000, required to complete the *Laws and Rules Course* administered by the Florida Medical Association, and ordered to perform fifty hours of community service.
- F. Dr. Lee admits that an Administrative Complaint was filed against him with the State of Florida Department of Health, which alleged that, in or about February 2005, while Medical Director of the Student Health Center at Florida Institute of Technology, he signed four blank prescription forms, before leaving for a short vacation, and left the pre-signed prescription forms in a locked drawer for emergency use at the Student Health Center. Dr. Lee he did not destroy the four blank prescriptions upon his return to the Student Health Center. In or about June 2005, an individual, who was not a patient of Dr. Lee, attempted to use one of the pre-signed prescription forms to obtain a prescription drug from a pharmacy.

Dr. Lee, in his settlement agreement with the State of Florida Department of Health, admitted that the facts alleged in the Administrative Complaint, if proven, would constitute violations of Chapter 458, Florida Statutes.

#### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Lee knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

Dr. Lee shall be and is hereby REPRIMANDED.

Further, Dr. Lee knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations for a period of at least two years:

1. Dr. Lee shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. In the event Dr. Lee is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in

writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

3. Before the end of the first year of probation, Dr. Lee shall provide documentation acceptable to the Board verifying that he has successfully completed the *Laws and Rules Course* as required by the State of Florida Board of Medicine in its June 20, 2006 Final Order.
4. Dr. Lee shall notify the Board of any action taken against a certificate to practice held by Dr. Lee in any other state. Dr. Lee shall provide such notice, by documentation acceptable to the Board, within thirty days of the other state's action.

#### **Required Reporting by Licensee**

5. Within thirty days of the effective date of this Consent Agreement, Dr. Lee shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training, and to the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Lee shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
6. Within thirty days of the effective date of this Consent Agreement, Dr. Lee shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Lee further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Lee shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
7. Within thirty days of the effective date of this Consent Agreement, Dr. Lee shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to all educational institutions with which he currently is employed or under contract to provide instruction. Further, Dr. Lee shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to all educational institutions with which he contracts or obtains employment to provide instruction. Further, Dr. Lee shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Lee appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Lee has violated any term, condition or limitation of this Consent Agreement, Dr. Lee agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

### **DURATION/MODIFICATION OF TERMS**

Dr. Lee shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Lee shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Lee acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Lee hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Lee acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

**EFFECTIVE DATE**

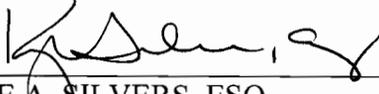
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

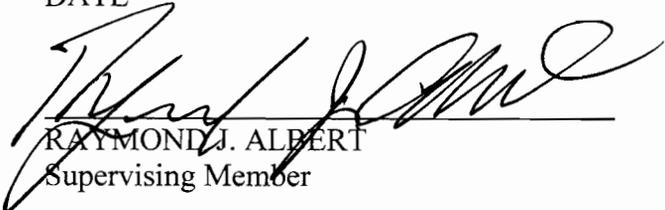
  
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CHEE YAN LEE, M.D.

  
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LANCE A. TALMAGE, M.D.  
Secretary

11/29/07  
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DATE

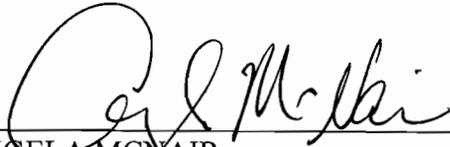
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KYLE A. SILVERS, ESQ.  
Counsel for Dr. Lee

  
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RAYMOND J. ALBERT  
Supervising Member

12/13/07  
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DATE

12/12/07  
\_\_\_\_\_  
DATE

  
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ANGELA MCNAIR  
Enforcement Attorney

12/5/07  
\_\_\_\_\_  
DATE

STATE MEDICAL BOARD  
OF OHIO  
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2001 DEC -5 A 11: 52

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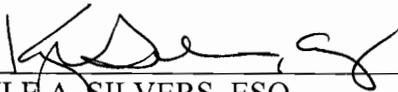
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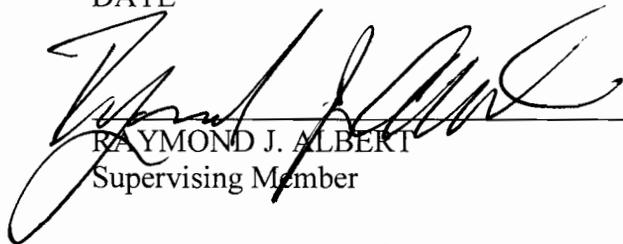
  
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Counsel for Dr. Lee

  
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