

**DISCIPLINE COMMITTEE OF
THE COLLEGE OF CHIROPODISTS OF ONTARIO**

B E T W E E N:

COLLEGE OF CHIROPODISTS OF ONTARIO

- and -

ALISON MURAKAMI

NOTICE OF HEARING

THE INQUIRIES, COMPLAINTS AND REPORTS COMMITTEE of the College of Chiropractors of Ontario has referred specified allegations against **ALISON MURAKAMI** (Registration #010158) to the Discipline Committee of the College. The allegations were referred in accordance with paragraph 26(1)1 of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*. Further information about the allegations is contained in the Statement of Allegations which is attached to this Notice of Hearing. A discipline panel will hold a hearing under the authority of sections 38 to 56 of the *Health Professions Procedural Code* for the purposes of deciding whether the allegations are true.

IF YOU DO NOT ATTEND AT THE HEARING IN ACCORDANCE WITH THE PRECEDING PARAGRAPH, THE DISCIPLINE PANEL MAY PROCEED IN YOUR ABSENCE AND YOU WILL NOT BE ENTITLED TO ANY FURTHER NOTICE IN THE PROCEEDINGS.

If the discipline panel finds that you have engaged in professional misconduct, it may make one or more of the following orders:

1. Direct the Registrar to revoke your certificate of registration.
2. Direct the Registrar to suspend your certificate of registration for a specified period of time.
3. Direct the Registrar to impose specified terms, conditions and limitations on your certificate of registration for a specified or indefinite period of time.
4. Require you to appear before the panel to be reprimanded.
5. Require you to pay a fine of not more than \$35,000 to the Minister of Finance.

The discipline panel may, in an appropriate case, make an order requiring you to pay all or part of the College's costs and expenses pursuant to section 53.1 of the *Health Professions Procedural Code*.

You are entitled to disclosure of the evidence against you in accordance with section 42(1) of the *Health Professions Procedural Code*, as amended. You, or your representative, may contact the solicitor for the College in this matter:

Debra McKenna
WEIRFOULDS LLP
Barristers & Solicitors
4100-66 Wellington Street West
PO Box 35, TD Bank Tower
Toronto, ON M5K 1B7
t. (416) 947-5080
f. (416) 365-1876
e. dmckenna@weirfoulds.com

You must also make disclosure in accordance with section 42.1 of the *Health Professions Procedural Code*, which states as follows:

Evidence of an expert led by a person other than the College is not admissible unless the person gives the College, at least ten days before the

hearing, the identity of the expert and a copy of the expert's written report or, if there is no written report, a written summary of the evidence.

Date: March 6, 2020

A handwritten signature in blue ink that reads "Felecia Smith".

Felecia Smith, LL.B., Registrar
College of Chiropodists of Ontario
180 Dundas Street West
Toronto, ON M5G 1Z8

TO: Alison Murakami

STATEMENT OF ALLEGATIONS

1. At all material times, Alison Murakami (“**Ms. Murakami**” or the “**Member**”) was a registered member of the College of Chiropractors of Ontario (the “**College**”).

2. During the period between approximately April 2018 to October 2018 (“**Relevant Period**”), the Member engaged in professional misconduct within the meaning of the following paragraphs of section 1 of the *Professional Misconduct Regulation*, O. Reg. 750/93 under the *Chiropractic Act, 1991*:
 - a. paragraph 2 (failing to meet or contravening a standard of practice of the profession), and, in particular, the College’s standards pertaining to:
 - i. Patient Relations;

 - ii. Assessment and Management;

 - iii. Records; and/or

 - iv. Prescription Custom Foot Orthoses;

 - b. paragraph 10 (practising the profession while the member is in a conflict of interest);

 - c. paragraph 17 (failing to keep records as required by the regulations);

 - d. paragraph 18 (falsifying a record relating to the member’s practice);

- e. paragraph 20 (signing or issuing, in the member's professional capacity, a document that contains a false or misleading statement);
- f. paragraph 21 (submitting an account or charge for services that the member knows is false or misleading);
- g. paragraph 22 (charging a fee that is excessive in relation to the services or devices charged for);
- h. paragraph 30 (contravening the *Chiropody Act, 1991*, the *Regulated Health Professions Act, 1991*, or the regulations under either of those Acts), and in particular:
 - i. Ontario Regulation 750/93 (Professional Misconduct) under the *Chiropody Act, 1991*, as specified in this Notice of Hearing;
 - ii. Ontario Regulation 203/94 (General); and/or
 - iii. Section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*; and/or
- i. paragraph 33 (engaging in conduct or performing an act, in the course of practising the profession that, having regard to all the circumstances, would

reasonably be regarded by members as disgraceful, dishonourable, or unprofessional).

PARTICULARS OF THE ALLEGATIONS

1. At all material times, the Member was a chiroprapist registered with the College to practise chiroprapy in the Province of Ontario.
2. During the Relevant Period described above, the Member was engaged in the practice of chiroprapy at the Stoney Creek Orthotic Centre at 410 Highway 8, Stoney Creek, Ontario (the "**Clinic**").

A. Incident #1

3. On or about April 26, 2018, an investigator from Manulife Financial Corporation ("**Manulife**") attended at the Clinic using the pseudonym Anthony O'Neil. The purpose of attending the Clinic was to inquire about orthotics.
4. During the initial visit, the investigator spoke with the Clinic staff who advised him that:
 - a. the investigator would require a prescription from one of the practitioners on-site for a \$75.00 fee, which could then be submitted to insurance;
 - b. if the investigator currently had a prescription, one of the kinesiologists would be able to perform an assessment and a scan of his feet for the orthotics;
 - c. were the investigator to purchase orthotics and pay an additional \$50.00, he would then be eligible for a free pair of shoes from a catalogue, or he could

attend one of two different shoe stores, including “The Boot Shop”, and use a \$150 credit provided by the Clinic towards purchasing a pair of shoes;

- d. the cost of orthotics was \$400.00.
5. On or about April 30, 2018, the investigator returned to the Clinic for an assessment. At the appointment, the investigator was asked to fill out a patient information sheet which included questions about insurance coverage for orthotics and stockings.
6. The investigator then met with the Member, who conducted an examination of his feet and prescribed the investigator some orthotics.
7. After the appointment with the Member, a kinesiologist performed a 3D scan of the investigator’s feet. The kinesiologist then asked the investigator whether had chosen between shoes from the catalogue, or the shoe store, or words to that effect.
8. The investigator was provided with an “oolab Orthotics” 2018 spring/summer shoe catalogue. The kinesiologist also told the investigator that, as of April 30, 2018, a \$50 fee would be charged for shoes or words to that effect.
9. In relation to the discussion about shoes for the investigator, the Member made a comment to the effect that she thought the investigator was going to choose a running shoe for the orthotic shoe option.

10. In addition, the discussion regarding the kinds of shoes that were available at The Boot Shop took place in the presence of the Member.
11. The investigator paid a \$100.00 deposit for the orthotics and \$75.00 for a chiropody fee. He was then asked by Clinic Staff to sign a blank insurance claim form for Manulife and was told that the Clinic would submit the claim to Manulife.
12. The investigator was provided with a voucher for The Boot Shop in the amount of \$150. The voucher was valid for one pair of shoes.
13. On or about May 9, 2018, the investigator attended at The Boot Shop and chose a pair of "Olukai" flip flop sandals.
14. On or about June 7, 2018, the investigator re-attended at the Clinic and was provided with one pair of orthotics and one pair of "Olukai" flip flop sandals by the Clinic staff. The investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiropodist.
15. The insurance form submitted by the Clinic to Manulife indicates the total claim amount of \$475.00
16. The claim form does not disclose that the investigator received a pair of shoes.

B. Incident #2

17. On or about September 25, 2018, a Manulife investigator (“**D.C**”) attended the Clinic using the pseudonym David Cousin.
18. Upon arriving at the Clinic, the investigator was advised by Clinic staff that:
 - a. orthotics were priced at \$500.00 but that there was a compassionate rate available of \$400.00 for those who did not have insurance;
 - b. the investigator could obtain shoes at an additional cost of \$50.00 by selecting shoes from a catalogue or from the “OOlab” website.
 - c. the investigator was advised that he would need a prescription from family doctor or he could see a chiropodist at the Clinic for a fee a \$75.00
19. On or about October 3, 2018, the investigator attended the Clinic. At that time, he was asked to fill out a patient information sheet which included questions about insurance coverage, foot size, and medical history.
20. The investigator then met with the Member, who conducted an examination of his feet and prescribed orthotics.
21. During the examination, the Member inquired about the investigator’s condition and the reason for his attendance. The Member then directed the investigator to walk up and down the hallway as she observed his walking patterns.

22. The investigator inquired about the type of shoes that would be best-suited to the orthotics. The Member advised that investigator could obtain shoes through the Clinic at the cost of \$50.00 or words to that effect.
23. The Member also advised the investigator that, previously, shoes were provided to patients at no cost, but that the insurance companies regarded that as an incentive, or words to that effect. As a result, the Member indicated that patients were now charged \$50.00 for shoes.
24. The Member informed the investigator that shoes could also be obtained through the "OOlab" website or the catalogue.
25. Following his assessment, the investigator paid \$75.00 for the appointment with the Member. He then selected a pair of "Blundstone" boots from the OOlalab shoe catalogue and paid \$50.00 for the shoes.
26. On or about October 15, 2018, the investigator again attended at the Clinic. At that time, the investigator was provided with his boots and orthotics. After the investigator tried on the boots and was satisfied with them, he was advised by Clinic staff that he owed \$500 for the orthotics, which he paid by debit.
27. The investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiropodist.

28. The insurance claim was submitted to Manulife by the Clinic. The investigator was not provided with any of the paperwork.
29. The insurance form submitted by the Clinic to Manulife indicates the total claim amount of \$500.00
30. The claim form does not disclose that the investigator received a pair of boots.
31. The Member was aware of the Clinic's policy to offer a free pair of shoes with the purchase of orthotics.
32. The Member was also aware of the Clinic's change in policy to offer a pair of shoes for \$50.00 with the purchase of orthotics.

COLLEGE OF CHIROPODISTS OF ONTARIO

- and -

ALISON MURAKAMI

**DISCIPLINE COMMITTEE OF THE COLLEGE OF
CHIROPODISTS OF ONTARIO**

NOTICE OF HEARING

WEIRFOULDS LLP

Barristers & Solicitors
Suite 4100-66 Wellington Street West
PO Box 35, TD Bank Tower
Toronto, ON M5K1B7

Debra McKenna

t.(416) 947-5080

f.(416) 365-1876

e. dmckenna@weirfoulds.com

Lawyers for the College of
Chiropodists of Ontario
