

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

PANEL: Sasha Kozera, Chair
 Peter Ferguson, Professional Member
 Ramesh Bhandari, Public Member

BETWEEN:

)	
)	
)	
COLLEGE OF CHIROPODISTS OF ONTARIO)	DEBRA MCKENNA for the College
(the “College”))	
)	
- and -)	
)	
ANGELO CASELLA)	JOSH KOZIEBROCKI and ZOE HOUNTALAS
)	for the Member, ANGELO CASELLA
)	
)	LUISA RITACCA, Independent Legal
)	Counsel
)	
)	Heard: June 15, 2021
)	
)	

DECISION AND REASONS

This matter came on for hearing before a panel of the Discipline Committee on June 15, 2021 by way of videoconference hosted by Victory Verbatim in Toronto.

The Allegations

The allegations against the Member as stated in the Notice of Hearing dated June 25, 2020, (Exhibit 1, Tab 1) are as follows:

STATEMENT OF ALLEGATIONS

1. At all material times, Angelo Casella (“**Mr. Casella**” or the “**Member**”) was a registered member of the College.
2. During the period of time from approximately August 2019 to January 2020 (the “**Relevant Period**”), Mr. Casella 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 *Chiropody Act, 1991*:

- (i) paragraph 2 (failing to meet or contravening a standard of practice of the profession) and, in particular, the College's standards pertaining to:
 - i. Assessment and Management;
 - ii. Patient Relations;
 - iii. Records; and/or
 - iv. Prescription Custom Foot Orthoses;
- (ii) paragraph 10 (practising the profession while the member is in a conflict of interest);
- (iii) paragraph 14 (providing treatment to a patient where the member knows or ought to know that the provision of the treatment is ineffective, unnecessary or deleterious to the patient or is inappropriate to meet the needs of the patient);
- (iv) paragraph 17 (failing to keep records as required by the regulations);
- (v) paragraph 18 (falsifying a record relating to the member's practice);
- (vi) paragraph 20 (signing or issuing, in the member's professional capacity, a document that contains a false or misleading statement);
- (vii) paragraph 21 (submitting an account or charge for services that the member knows is false or misleading);
- (viii) paragraph 22 (charging a fee that is excessive in relation to the services or devices charged for);
- (ix) paragraph 30 (contravening the Act, the Regulated Health Professions Act, 1991 or the regulations under either of those Acts), specifically:
 - 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) under the *Chiropody Act, 1991*, and, in particular, the Advertising (Part II) and Records (Part III);
 - iii. section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*; and/or
- (x) 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, Mr. Casella was a chiropodist registered with the College to practise chiropody in the Province of Ontario.
2. During the Relevant Period, the Member engaged in the practice of chiropody at the West Mountain Footcare Clinic, located in Hamilton, Ontario (the “**Clinic**”).
3. On or about January 6, 2020, the College received a complaint from Manulife Financial about the Member (the “**Complaint**”).
4. As set out in the Complaint, Manulife received information from an anonymous source alleging that the Clinic was offering and/or providing incentives to plan members.
5. As a result, Manulife conducted an investigation and assigned two investigators to conduct a covert inquiry, under the alias of David Collins and Emily Daniels, to determine if the Clinic was involved in offering incentives.

A. Patient – “David Collins”

6. On or about August 22, 2019, Mr. Collins attended at the Clinic.
7. Mr. Collins approached the reception and stated he was interested in obtaining orthotics. The investigator was advised by Clinic staff that there was a \$75.00 fee for the assessment and the orthotics were \$400.00.
8. Mr. Collins was directed to a treatment room where he met with the Member. Mr. Collins informed the Member that he was interested in orthotics and complained of pain in the arch of his right foot.
9. The Member then conducted a very quick examination, which did not include a gait analysis of the patient.
10. After his assessment, the Member informed Mr. Collins that orthotics would be of benefit and proceeded to take a plaster cast of Mr. Collins’ feet.
11. Mr. Collins inquired as to what shoes to wear with his orthotics and the Member stated words to the effect that the orthotics could be placed in any shoe. Mr. Collins then inquired whether it was possible to get shoes with his orthotics, to which the Member replied that he offers a package that includes shoes for \$500.00 if the patient has sufficient insurance coverage.
12. Mr. Collins then advised the Member that he had coverage up to \$500.00.
13. In response, the Member stated words to the effect that he has suppliers from whom shoes can be ordered but, instead, he has found it to be a better approach to charge patients \$400.00 for the orthotics, but submit a charge of \$500.00 to the insurer – this way the patient can use the extra \$100.00 to purchase shoes.
14. Mr. Collins agreed with the Member’s proposal.

15. After Mr. Collins returned to reception and paid a \$100.00 deposit. Mr. Collins was advised by Clinic staff that the orthotics would be available in one to two weeks.
16. On or about September 24, 2019, Mr. Collins returned to the Clinic and was advised by Clinic staff that he was required to pay a balance of \$300.00 for his orthotics, which he did. Mr. Collins was then provided with a form claim and other documents to submit to his insurer for reimbursement.
17. The claim documents indicate that Mr. Collins paid \$500.00 for the orthotics.

B. Patient – “Emily Daniels”

18. On or about October 29, 2019, Ms. Daniels attended at the Clinic for an appointment. Ms. Daniels approached the reception, identified herself, and was handed a patient intake form to complete.
19. After approximately 15 minutes, Ms. Daniels was called into a treatment room by the receptionist and met there with the Member. The Member inquired why Ms. Daniels had attended at the Clinic and Ms. Daniels advised that she had sore feet and pain in the right toe joint.
20. The Member commenced an assessment of Ms. Daniels’ feet and then said words to the effect that orthotics would help. Ms. Daniels asked what orthotics would cost, to which the Member replied \$400.00.
21. The Member then asked about Ms. Daniels’ insurance coverage and Ms. Daniels indicated that she had good coverage of \$500.00 or \$550.00.
22. The Member then discussed the type of orthotics to be ordered, and indicated that he could ask the laboratory to provide a second pair of orthotics if Ms. Daniels had \$500.00 in coverage.
23. The Member took a plaster cast of Ms. Daniels’ feet, during which time Ms. Daniels asked what came with the orthotics. In response, the Member indicated that, with \$500.00 in coverage, she could receive orthotics and a pair of shoes or two pairs of orthotics.
24. The Member then discussed various types of shoes with Ms. Daniels, and how orthotics are made for support.
25. At the end of the assessment, Ms. Daniels confirmed she did not want two pairs of orthotics. The Member then advised that, if she had \$500.00 of benefits coverage, she could get new running shoes to fit the orthotics – she would be charged \$400.00 for one pair of orthotics and could use the extra \$100.00 from the insurer to put towards shoes.
26. The Member described this to Ms. Daniels as the “package deal”.
27. Ms. Daniels then returned to the reception area and paid a \$100.00 deposit. She was informed that the orthotics would be ready in approximately two weeks.
28. On or about November 26, 2019, Ms. Daniels returned to the Clinic. Ms. Daniels was advised to take a seat in reception by Clinic staff. After a couple of minutes, Ms. Daniels was asked to provide her shoes, which would be fitted with the orthotics.

29. Ms. Daniels then met with the Member, who returned her shoes. The orthotics prescribed by the Member were inside her shoes.
30. The Member advised Ms. Daniels that the receipt provided to her would indicate \$500.00, but reiterated that she would only pay \$400.00 and the extra \$100.00 reimbursed by the insurer was to be spent on shoes.
31. Ms. Daniels returned to the reception and paid a balance of \$300.00. Ms. Daniels was then provided with the documents required for her insurance claim, which included an invoice for \$500.00 for the orthotics prescribed by the Member.
32. In recommending and prescribing treatment to both Mr. Collins and Ms. Daniels, the Member did not perform an adequate assessment of the patient, but nonetheless recommended and prescribed orthotics to both.
33. The Member prescribed orthotics without adequately documenting the medical necessity for the prescription.
34. The Member failed to discuss other treatment options with the patient and/or determine if a different treatment was appropriate in the circumstances before prescribing orthotics.
35. Without a proper assessment performed and documented in the patient record, the Member prescribed orthotics to his patients without knowing they were clinically indicated and/or that the patients would benefit from them.
36. The Member ordered both sets of orthotics from Footletic Inc., where he pays approximately \$90.00 for the manufacture of orthotics.
37. The costs charged by the Member for the orthotics were excessive in the circumstances and the documents with respect to those charges were false and/or misleading.
38. The Member offered and provided a cash incentive to his patients for the purchase of the orthotics. The Member also signed and/or issued false and/or misleading documents with the intention that, through the patient's benefit plan, Manulife would cover the costs of that incentive.
39. The Member failed to comply with the College's standards with respect to the prescription of orthotics, including the failure to provide adequate or any follow-up care to his patients.

Member's Plea

The Member admitted that he engaged in professional misconduct as described in the Notice of Hearing.

The Panel conducted an oral plea inquiry and was satisfied that the Member's admissions were voluntary, informed and unequivocal.

Agreed Statements of Facts

Counsel for the College and the Member advised the Panel that agreement had been reached on the facts and introduced an Agreed Statement of Facts which provided as follows:

1. At all material times, Mr. Casella was a chiropodist registered with the College to practise chiropody in the Province of Ontario.
2. During the period from approximately August 2019 to January 2020, the Member engaged in the practice of chiropody at the West Mountain Footcare Clinic, located in Hamilton, Ontario (the “**Clinic**”).
3. On or about January 6, 2020, the College received a complaint from Manulife Financial about the Member (the “**Complaint**”).
4. As set out in the Complaint, Manulife received information from an anonymous source alleging that the Clinic was offering and/or providing incentives to plan members.
5. As a result, Manulife conducted an investigation and assigned two investigators to conduct a covert inquiry, under the alias of David Collins and Emily Daniels, to determine if the Clinic was involved in offering incentives.

A. Patient – “David Collins”

6. On or about August 22, 2019, Mr. Collins attended at the Clinic.
7. Mr. Collins approached the reception and stated he was interested in obtaining orthotics. The investigator was advised by Clinic staff that there was a \$75.00 fee for the assessment and the orthotics were \$400.00.
8. Mr. Collins was directed to a treatment room where he met with the Member. Mr. Collins informed the Member that he was interested in orthotics and complained of pain in the arch of his right foot.
9. The Member then conducted a very quick examination, which did not include a gait analysis of the patient.
10. After his assessment, the Member informed Mr. Collins that orthotics would be of benefit and proceeded to take a plaster cast of Mr. Collins’ feet.
11. Mr. Collins inquired as to what shoes to wear with his orthotics and the Member stated words to the effect that the orthotics could be placed in any shoe. Mr. Collins then inquired whether it was possible to get shoes with his orthotics, to which the Member replied that he offers a package that includes shoes for \$500.00 if the patient has sufficient insurance coverage.
12. Mr. Collins then advised the Member that he had coverage up to \$500.00.
13. In response, the Member stated words to the effect that he has suppliers from whom shoes can be ordered but, instead, he has found it to be a better approach to charge patients \$400.00 for the orthotics, but submit a charge of \$500.00 to the insurer – this way the patient can use the extra \$100.00 to purchase shoes.

14. Mr. Collins agreed with the Member's proposal.
15. After Mr. Collins returned to reception and paid a \$100.00 deposit. Mr. Collins was advised by Clinic staff that the orthotics would be available in one to two weeks.
16. On or about September 24, 2019, Mr. Collins returned to the Clinic and was advised by Clinic staff that he was required to pay a balance of \$300.00 for his orthotics, which he did. Mr. Collins was then provided with a form claim and other documents to submit to his insurer for reimbursement.
17. The claim documents indicated that Mr. Collins paid \$500.00 for the orthotics.

B. Patient – “Emily Daniels”

18. On or about October 29, 2019, Ms. Daniels attended at the Clinic for an appointment. Ms. Daniels approached the reception, identified herself, and was handed a patient intake form to complete.
19. After approximately 15 minutes, Ms. Daniels was called into a treatment room by the receptionist and met there with the Member. The Member inquired why Ms. Daniels had attended at the Clinic and Ms. Daniels advised that she had sore feet and pain in the right toe joint.
20. The Member commenced an assessment of Ms. Daniels' feet and then said words to the effect that orthotics would help. Ms. Daniels asked what orthotics would cost, to which the Member replied \$400.00.
21. The Member then asked about Ms. Daniels' insurance coverage and Ms. Daniels indicated that she had good coverage of \$500.00 or \$550.00.
22. The Member then discussed the type of orthotics to be ordered, and indicated that he could ask the laboratory to provide a second pair of orthotics if Ms. Daniels had \$500.00 in coverage.
23. The Member took a plaster cast of Ms. Daniels' feet, during which time Ms. Daniels asked what came with the orthotics. In response, the Member indicated that, with \$500.00 in coverage, she could receive orthotics and a pair of shoes or two pairs of orthotics.
24. The Member then discussed various types of shoes with Ms. Daniels, and how orthotics are made for support.
25. At the end of the assessment, Ms. Daniels confirmed she did not want two pairs of orthotics. The Member then advised that, if she had \$500.00 of benefits coverage, she could get new running shoes to fit the orthotics – she would be charged \$400.00 for one pair of orthotics and could use the extra \$100.00 from the insurer to put towards shoes.
26. The Member described this to Ms. Daniels as the “package deal”.
27. Ms. Daniels then returned to the reception area and paid a \$100.00 deposit. She was informed that the orthotics would be ready in approximately two weeks.
28. On or about November 26, 2019, Ms. Daniels returned to the Clinic. Ms. Daniels was advised to take a seat in reception by Clinic staff. After a couple of minutes, Ms. Daniels was asked to provide her shoes, which would be fitted with the orthotics.

29. Ms. Daniels then met with the Member, who returned her shoes. The orthotics prescribed by the Member were inside her shoes.
30. The Member advised Ms. Daniels that the receipt provided to her would indicate \$500.00, but reiterated that she would only pay \$400.00 and the extra \$100.00 reimbursed by the insurer was to be spent on shoes.
31. Ms. Daniels returned to the reception and paid a balance of \$300.00. Ms. Daniels was then provided with the documents required for her insurance claim, which included an invoice for \$500.00 for the orthotics prescribed by the Member.
32. In recommending and prescribing treatment to both Mr. Collins and Ms. Daniels, the Member did not perform or document an adequate assessment of the patient, but nonetheless recommended and prescribed orthotics to both.
33. In recommending and prescribing treatment to both Mr. Collins and Ms. Daniels, the Member failed to discuss or document other treatment options with the patient or determine if a different treatment was appropriate in the circumstances before prescribing orthotics.
34. The Member ordered both sets of orthotics from Footletic Inc., where he paid approximately \$90.00 for the manufacture of orthotics.
35. The costs charged by the Member for the orthotics were excessive in the circumstances and the documents with respect to those charges were false and/or misleading.
36. The Member offered and provided a cash incentive to his patients for the purchase of the orthotics. The Member also signed and/or issued false and/or misleading documents with the intention that, through the patient's benefit plan, Manulife would cover the costs of that incentive.
37. The Member failed to comply with the College's standards with respect to the prescription of orthotics, including the failure to provide adequate or any follow-up care to his patients.
38. The Member admits that the following are standards of the profession:
 - i. Assessment and Management;
 - ii. Patient Relations;
 - iii. Records; and
 - iv. Prescription Custom Foot Orthoses.
39. Based on the facts set out in paragraphs 1 to 38 above, the Member admits that he engaged in professional misconduct and is guilty of professional misconduct within the meaning of the following paragraphs of section 1 of the Professional Misconduct Regulation, O. Reg. 750/93:
 - (i) paragraph 2 – failing to meet or contravening a standard of practice of the profession and, in particular, the College's standards pertaining to:
 - v. Assessment and Management;
 - vi. Patient Relations;

- vii. Records; and/or
 - viii. Prescription Custom Foot Orthoses;
- (ii) paragraph 10 - practising the profession while the member is in a conflict of interest;
 - (iii) paragraph 14 – providing treatment to a patient where the member knows or ought to know that the provision of the treatment is ineffective, unnecessary or deleterious to the patient or is inappropriate to meet the needs of the patient;
 - (iv) paragraph 17 – failing to keep records as required by the regulations;
 - (v) paragraph 18 – falsifying a record relating to the member’s practice;
 - (vi) paragraph 20 – signing or issuing, in the member’s professional capacity, a document that contains a false or misleading statement;
 - (vii) paragraph 21 – submitting an account or charge for services that the member knows is false or misleading;
 - (viii) paragraph 22 – charging a fee that is excessive in relation to the services or devices charged for;
 - (ix) paragraph 30 – contravening the Act, the *Regulated Health Professions Act, 1991* or the regulations under either of those Acts, specifically:
 - 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) under the *Chiropody Act, 1991*, and, in particular, the Advertising (Part II) and Records (Part III);
 - iii. section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*; and/or
 - (x) 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.

Reasons for Decision

In coming to this decision, the Panel considered the following: the Member’s admissions of professional misconduct, the joint submission of the Agreed Statements of Facts, and the parties’ submissions.

Following deliberations, the Panel was satisfied that the conduct described in the Agreed Statement of Facts did constitute professional misconduct as alleged in the Notice of Hearing and as admitted by the Member. The Panel found that members of the profession would reasonably regard the conduct admitted as disgraceful, dishonourable and unprofessional.

Penalty

Counsel for the College, as well as the Member, advised the Panel that a Joint Submission as to Penalty and Costs had been agreed upon. The Joint Submission as to Penalty and Costs provides as follows:

The College of Chiropractors of Ontario (the “College”) and Angello Casella (the “Member”) agree and jointly submit that the Discipline Committee make the following orders with respect to this matter:

1. An oral reprimand;
2. An order suspending the Member’s certification of registration for a period of seven (7) months commencing thirty (30) days following the date of the Discipline Committee’s decision;
3. An order directing the Registrar to impose terms, conditions, and limitations on the Member’s certificate of registration requiring the following:
 - (a) The Member is prohibited from imaging, casting, prescribing, constructing, fitting, dispensing and/or ordering the fabrication of orthotics for a period of twelve (12) months (the “**Restricted Period**”), which will commence at the conclusion of the Member’s suspension period referred to in paragraph 2 above. The Member is additionally not entitled to assign these duties to anyone else in his clinic, regardless of whether he receives a fee or not, during the Restricted Period, but shall refer such duties to another member of the College in good standing at another clinic not affiliated with the Member’s clinic.
 - (b) At his own expense, the Member will receive supervision of his chiropractic practice with a supervisor approved by the Registrar for a period of twelve (12) months from the date on which the Member returns to practise from the suspension. The terms of the supervision are as follows:
 - The supervisor shall visit with the Member in person on at least four (4) occasions – twice in the first six months and twice in the last six months;
 - The visits with the supervisor will be unannounced;
 - The supervisor shall determine the length of each visit;
 - In conducting the supervision, the supervisor shall discuss ethics, practice management, record-keeping and compliance with the College’s standards with the Member;

- The supervisor shall prepare a report to the Registrar after the second (2) visit and after the fourth (4) visit;
- The Member shall obtain consent from his patients to share personal health information with his supervisor in order to allow the supervisor to review client files and engage in review;
- The Member shall provide the supervisor with the Discipline Committee's decision and then provide written confirmation to the Registrar, signed by the supervisor, that the supervisor has received and reviewed the final decision;

(c) In the event that the Member obtains employment during the twelve (12) months following the date that the Member is able to return to practise after his suspension, the Member shall:

- notify any current or new employers in the practice of chiropractic of the Discipline Committee's final decision, and;
- ensure the Registrar is notified of the name, address, and telephone number of all employer(s) within fifteen (15) days of commencing employment;
- provide his employer(s) with a copy of:
 - the Discipline Committee's Order;
 - the Notice of Hearing;
 - the Agreed Statement of Facts;
 - the Joint Submission on Penalty;
 - a copy of the Discipline Committee's decision; and
 - have his employer forward a report to the Registrar within fifteen (15) days of commencing employment confirmation that the employer has received the documents noted above and agrees to notify the Registrar immediately upon receipt of any information that the Member is not complying with the College's standards;

(d) An order that the Discipline Committee's decision be published, in detail with the Member's name, in the College's official publication, on the College's website, and/or on the College's public register;

(e) An order directing the Member to pay costs to the College in the amount of \$7,500.00, which shall be paid by the Member as follows – half of the costs (\$3,750.00) shall be paid within seven (7) days of the Discipline Committee's decision and the remaining half (\$3,750.00) shall be paid within fourteen (14) days of the Discipline Committee's decision; and

(f) The College and the Member agree that if the Discipline Committee accepts this Joint Submission as to Penalty and Costs, there will be no appeal or judicial review of the decision to any forum.

Decision and Reasons for Penalty

The Panel is satisfied that the proposed penalty as set out in the Joint Submission on Penalty and Costs is reasonable and makes the order accordingly.

In reaching its decision on penalty, the Panel was well aware that it should not depart from a joint proposal unless granting it would bring this process into disrepute or otherwise be contrary to the public interest.

The Panel's reasons for accepting the Joint Submission as to Penalty are as follows:

1. The Panel does not believe that the penalty imposed would bring its administration into disrepute nor does it believe that the proposed penalty is contrary to the public interest.
2. The Member has demonstrated remorse and has acknowledged his responsibility.
3. The penalty incorporates a component of a restricted period in the provision of orthotic therapy as well as subsequent period of supervision of the Member's practice of chiropody.
4. The publication and reporting of the case on the College website and other publications sent out by the College will act as a specific deterrence to the Member and a general deterrence to the profession as a whole.
5. Further, the reporting of the case on the College website and in other publications is consistent with the College's mandate to protect the public and to do so in a fair and transparent manner.
6. The Panel is satisfied that the penalty is reasonable in light of the professional misconduct admitted to in the Notice of Hearing and the Agreed Statement of Facts and in which the Panel found the Member engaged.
7. The Panel is satisfied that the penalty order proposed in the Joint Submission as to Penalty is proportional to the admitted misconduct and aligned with the range of penalties imposed in similar cases.
8. Similarly, the panel is satisfied that the costs agreed to are proportional to the admitted misconduct and aligned with costs awarded in similar cases by this Discipline Committee. At the end of the hearing, the Panel delivered its Reprimand, which is attached to these reasons as Schedule "A"

I, Sasha Kozera, sign this Decision and Reasons for the decision as Chairperson of this Discipline panel and on behalf of the members of the Discipline panel as listed below:



Sasha Kozera, Chairperson

August 5th, 2021

Date

Peter Ferguson
Ramesh Bhandari

APPENDIX A

COLLEGE OF CHIROPODISTS OF ONTARIO v. ANGELO CASELLA

As you know, Mr. Casella, as part of its penalty order this Discipline panel has ordered you that you be given an oral reprimand. You agreed to this term of order as part of your joint submission on penalty filed during the course of the hearing.

The fact that you have received this reprimand will be part of the public portion of the Register and, as such, part of your record with the College.

Although you will be given an opportunity to make a statement at the end of the reprimand, this is *not* an opportunity for you to review the decision made by the Discipline panel, *nor* a time for you to debate the merits of our decision.

The panel has found that you have engaged in professional misconduct in different ways, including:

- Contravening the standards of the professions and
- Practising in a conflict of interest
- Rendering ineffective and/or inappropriate treatment
- Submitting an account you knew or ought to have know was false and/or misleading
- Charging a fee that is excessive in relation to the services rendered
- Failing to keep proper records;

It is a matter of profound concern to this panel that you have engaged in these forms of professional misconduct. By doing so, you have brought discredit to the profession and to yourself. Public confidence in this profession has been put in jeopardy. Moreover, the result of your misconduct is that you have let down the public, the podiatric profession, and yourself.

We need to make it clear to you that your conduct is unacceptable.

Of special concern to us is that fact that the professional misconduct in which you engaged has involved the use of incentives in connection with the prescription of orthotics, which as you know, has been a problem for the profession and the College for quite some time.

Your conduct is totally unacceptable to your fellow chiropractors and to the public. You have also contributed to the increased scrutiny of our profession by the insurance industry.

Consequently, it is necessary for us to take steps to impress upon you the seriousness of the misconduct in which you have engaged.

We also want to make it clear to you that while the penalty that this panel has imposed upon you of in addition to this oral reprimand, a seven month suspension, work restrictions and supervision in the following 12 months, and fine, is a fair penalty. A more significant penalty will be imposed by another Discipline panel in the event that you are ever found to have engaged in professional misconduct again.

As I have already stated, this is not an opportunity for you to review the decision or debate the correctness of the decision which in any event, was agreed to by you and your counsel.

However, do you have any questions or do you wish to make any comments?

Thank you for attending today.