

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

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

**IN THE MATTER OF** a Hearing directed  
by the Inquiries, Complaints and Reports Committee of  
the College of Chiropractors of Ontario  
pursuant to Section 26(1) of the *Health Professions Procedural Code*  
being Schedule 2 of the *Regulated Health Professions Act, 1991*,  
S.O. 1991, c. 18, as amended.

**BETWEEN:**

**COLLEGE OF CHIROPODISTS OF ONTARIO**

**- and -**

**SHANNON FRIZZELL, D.Ch.**

**PANEL MEMBERS:**

Martin Hayles	Chair, Professional Member
Peter Ferguson	Professional Member
Jim Daley	Public Member

**COUNSEL FOR THE  
COLLEGE:**

Debra McKenna

**REPRESENTATIVE FOR THE  
MEMBER:**

Lisa Spiegel and Alison Jordan

**INDEPENDENT LEGAL  
COUNSEL:**

Luisa Ritacca

**Hearing Date:**

February 23, 2022

**Decision Date:**

February 23, 2022

**Release of Written Reasons:**

March 1, 2022

**DECISION AND REASONS**

This matter came on for hearing before a panel of the Discipline Committee on February 23, 2022. With the consent of the parties, this matter was heard electronically.

## The Allegations

1. The allegations against the Member were set out in the Notices of Hearing, dated August 13, 2020. The allegations in the Notice of Hearing are as follows:

### **STATEMENT OF ALLEGATIONS**

1. At all material times, Shannon Lynn Frizzell (“**Ms. Frizzell**” or the “**Member**”) was a registered member of the College of Chiropodists of Ontario (the “**College**”).
2. During the period of time from in or about January 2014 to in or about December 2018, Ms. Frizzell engaged in professional misconduct within the meaning of the following paragraphs of section 1 of the *Professional Misconduct Regulation*, Ontario Regulation 750/93 under the *Chiropody Act, 1991*:
  - a. paragraph 2 (failing to meet or contravening a standard of practice of the profession), and, in particular but not limited to, the College’s standards pertaining to:
    - i. Assessment and Management;
    - ii. Orthotics and/or Prescription Custom Foot Orthoses;
    - iii. Patient Relations;
    - iv. Prescription Footwear; and/or
    - v. Records;
  - b. paragraph 10 (practising the profession while the member is in a conflict of interest);
  - c. 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);
  - d. paragraph 17 (failing to keep records as required by the regulations);
  - e. *allegation withdrawn*;
  - f. paragraph 20 (signing or issuing, in the member’s professional capacity, a document that contains a false or misleading statement);
  - g. paragraph 21 (submitting an account or charge for services that the member knows is false or misleading);
  - h. paragraph 22 (charging a fee that is excessive in relation to the services or devices charged for);

- i. paragraph 30 (contravening the *Chiropody Act, 1991*, the *Regulated Health Professions Act, 1991*, or the regulations under either of those Acts), including but not limited to Ontario Regulation 203/94 (General) under the *Chiropody Act, 1991*, and, in particular, the sections pertaining to Advertising (Part II) and Records (Part III); and/or
- j. 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**

### **Background**

1. At all material times, Ms. Frizzell was a chiropodist registered with the College to practise chiropody in the province of Ontario.
2. Starting in or about 2004, Ms. Frizzell began working with Ontario Orthotics Lab (“**OOLab**”), which manufactures custom foot orthotics. She worked at OOLab in various capacities, including Medical Director, Vice President of Sales and Marketing, and Technical Support.
3. OOLab was affiliated with Premier Foot and Wellness, which also operated various clinics. Ms. Frizzell began working as a chiropodist at one or more of those clinics starting in or about 2014. Her practice locations included, but were not limited to: Hamilton Orthotic Centre at 1050 Upper James Street, Hamilton, ON L9C 3A9 (the “**Clinic**”), and Stoney Creek Orthotic Centre at 8-410 Hwy #8, Stoney Creek, ON L8G 1G2. In addition to working at the clinic(s) as a chiropodist, Ms. Frizzell identified herself as the Manager of the Hamilton Orthotic Centre during a phone call with Manulife on or about November 9, 2018.
4. Ms. Frizzell’s employment with OOLab and Premier Footworks ended in or about December 2018, when the companies entered bankruptcy.
5. Ms. Frizzell also operated a private chiropody practice between in or about 2014 to in or about 2018.
6. Both the Hamilton Orthotic Centre and the Stoney Creek Orthotic Centre, as well as Ms. Frizzell’s private practice, ordered orthotics from OOLab.
7. On or about February 6, 2019, the College received a complaint (the “**Complaint**”) from Manulife about Ms. Frizzell.
8. As set out in the Complaint, Manulife conducted a “covert probe” of the Clinic in 2017-2018. The investigation focused on patients being offered and receiving incentives in the form of free shoes with the purchase of orthotics. Manulife also reviewed a number of other claims that had been submitted by patients treated by Ms. Frizzell.

### Knowledge of Inappropriate Incentives

9. As part of the investigation, a Manulife investigator (the “**Investigator**”) (identifying himself using the alias R.K.) attended at the Clinic on or about February 1, 2018. During that visit, a staff member informed him that when patients purchase a pair of orthotics, they are entitled to a pair of complimentary shoes. Patients can either: select a pair of shoes on display within the Clinic; select them from an “OOLab Orthotics” catalogue; or receive a \$150 voucher for the purchase of shoes at “The Boot Shop”, adjacent to the Clinic.
10. The Investigator attended the Clinic again on or about April 3, 2018, to inquire about an assessment for orthotics. He spoke with an individual at the front desk, who inquired about the amount of his insurance coverage for orthotics. The Investigator indicated that he was insured by Manulife and believed the coverage was approximately \$450.
11. The Investigator was informed that he would be required to pay \$75 for the chiropody assessment, and a \$100 deposit towards the orthotics, which would be refunded to him on the pickup date. It was also confirmed that the Clinic still offered complimentary shoes with the purchase of orthotics.
12. The Investigator was given an appointment with Ms. Frizzell later the same day. Upon arriving at the Clinic for his appointment, Ms. Frizzell greeted him and asked him to fill out patient intake forms.
13. The Investigator was then taken into the treatment room by another staff member. She confirmed that he would be entitled to complimentary shoes with the purchase of orthotics, and inquired about his shoe size. The staff member then took scans of his feet.
14. Ms. Frizzell then came into the treatment room and conducted an assessment of the Investigator’s condition. The assessment took less than seven minutes, including the gait analysis.
15. Ms. Frizzell informed the Investigator that he was not a very good candidate for orthotics. She indicated that she would issue a prescription for orthotics, but she was not sure that they would help his condition. Ms. Frizzell then left the treatment room.
16. When the Investigator returned to the reception area, Ms. Frizzell asked him if he wanted to proceed with orthotics, and he indicated that he did. Ms. Frizzell then provided the Investigator with the Manulife insurance claim form and instructed him to complete and sign it. The kinesiologist at the front desk then charged the Investigator \$75 for the chiropody assessment and a \$100 deposit for the orthotics.
17. The kinesiologist asked if the Investigator planned to go to The Boot Shop for shoes. The Investigator said yes, and was given a \$150 voucher for shoes. The Investigator inquired about whether the \$150 was part of the \$500 charge for orthotics. The kinesiologist indicated that it was paid by the company, but it was capped at \$150.

18. After leaving the Clinic, the Investigator went next door to The Boot Shop and selected a pair of Steve Madden shoes. He provided the sales clerk with the voucher and was not required to pay anything else. The sales clerk informed him that he could pick up his shoes from the Clinic when he picked up his orthotics.
19. On or about April 12, 2018, the Investigator returned to the Clinic to pick up his orthotics and shoes. A kinesiologist at the front desk asked if the Investigator wanted to try them on, and the Investigator indicated he did not.
20. The Investigator was then charged \$400 for the orthotics, and was refunded the \$100 deposit. He was informed that the Clinic would submit a claim for \$475 to Manulife on his behalf. The invoice did not indicate that the Investigator had been given complimentary shoes with his purchase of orthotics.
21. In addition to the Investigator, one or more of the patients in Appendices “A”, “B”, “C”, and/or “D” were offered complimentary shoes with their purchase of orthotics at the Clinic.

#### **Lack of Follow-Up Care**

22. The invoice for the Investigator’s orthotics indicated that they were dispensed by another chiropodist who worked at the Clinic. Although another chiropodist was in the Clinic at the time, the Investigator’s orthotics were simply handed over the desk by the kinesiologist.
23. Neither Ms. Frizzell nor any other chiropodist was involved in dispensing or fitting the Investigator’s orthotics. In addition, no one from the Clinic, including Ms. Frizzell, contacted the Investigator afterwards for any follow-up.

#### **Lack of Adequate Assessments/Re-Assessments and Records Thereof**

24. On one or more occasions, Ms. Frizzell permitted student technicians to perform the biomechanical assessment, gait analysis, and/or casting for patients. The records of those assessments did not include the name or signature of the individual(s) who performed these tasks and did not have complete clinical records.
25. When Manulife requested clarification about these documents, Ms. Frizzell indicated that the assessments in question were performed by student technicians. The patients involved include but were not limited to one or more of those listed in Appendix “A”.
26. On one or more occasions, Ms. Frizzell ordered orthotics for a patient, or allowed someone under her supervision to order orthotics for a patient, without ensuring that there was a current prescription and/or a current assessment/re-assessment. On one or more occasions, the patient was not re-assessed, and the orthotics were produced using an old assessment and/or cast.
27. When Manulife inquired about these claims, Ms. Frizzell responded indicating that there were no records for the patient in question, the orthotics were re-ordered based on an old

prescription and assessment, and/or the patient's insurance plan only required a new assessment and prescription to be conducted every ten years. The patients involved include but were not limited to one or more of those listed in Appendix "B".

### **Excessive Prescribing and Improper Billing**

28. On one or more occasions, Ms. Frizzell participated in, knew of, or ought to have known of, excessive prescribing of orthotics occurring at one or more of her practice locations. Several families had multiple family members who received new orthotics every year, or received multiple pairs of orthotics in the same year. The patients involved include but were not limited to one or more of those listed in Appendix "C".
29. On one or more occasions, Ms. Frizzell participated in, knew of, or ought to have known of improper billing practices related to patients she had treated or to whom she had dispensed orthotics. On one or more occasions, the cost patients were charged was excessive in light of the services rendered.
30. In addition, the cost of patients' orthotics was tailored to the maximum amount eligible under their insurance plan. The patients involved include but were not limited to one or more of those listed in Appendix "D".

### **Member's Plea**

3. The Member admitted that she engaged in professional misconduct as described in the Notice of Hearing, save for the allegation set out at paragraph 2(e). The College advised that it did not intend to call any evidence in relation to that allegation and that it sought the permission of the Panel to withdraw it. The Member consented to the request.
4. The Panel conducted a plea inquiry and was satisfied that the Member's admissions were voluntary, informed, and unequivocal.

### **Agreed Statement of Facts**

5. The parties advised that they had reached an agreement as to the facts, which was set out in the Agreed Statement of Facts tendered as an exhibit. The Agreed Statement of Facts provided as follows:
  1. At all material times, Shannon Lynn Frizzell ("**Ms. Frizzell**") was a chiroprapist registered with the College to practise chiropody in Ontario.
  2. Starting in or about 2004, Ms. Frizzell began working with Ontario Orthotics Lab ("**OOLab**"), which manufactures custom foot orthotics. She worked at OOLab in various capacities, including Medical Director, Vice President of Sales and Marketing, and Technical Support.
  3. OOLab was affiliated with Premier Foot and Wellness ("**Premier**"), which operated various clinics. Ms. Frizzell began working as a chiroprapist, at one or more of those

clinics starting in or about 2014. Her practice locations included, but were not limited to: Hamilton Orthotic Centre at 1050 Upper James Street, Hamilton, ON L9C 3A9 (the “**Clinic**”), and Stoney Creek Orthotic Centre at 8-410 Hwy #8, Stoney Creek, ON L8G 1G2. In addition to working at the clinics as a chiropodist, Ms. Frizzell identified herself as the Manager of the Hamilton Orthotic Centre during a phone call with Manulife on or about November 9, 2018.

4. If Ms. Frizzell were to testify at the hearing, it would be her evidence that she was not in fact the Manager of the Clinic but she identified herself as such at the request of her former boss, the CEO of OOLab.
5. Ms. Frizzell’s employment with Premier in or about December 2018, when OOLab and Premier were ordered into receivership by the Ontario court. Ms. Frizzell’s employment with OOLab continued until December 2021.
6. Ms. Frizzell also operated a private chiropody practice between in or about 2014 to in or about 2020.

### **The Complaint**

7. On or about February 6, 2019, the College received a complaint (the “**Complaint**”) from Manulife about Ms. Frizzell.
8. The Complaint arose from a “covert probe” of the Clinic conducted by Manulife in 2017-2018. The investigation focused on patients being offered and receiving incentives in the form of free shoes with the purchase of orthotics. Manulife also reviewed a number of other claims that had been submitted by patients treated by Ms. Frizzell.
9. Several concerns about Ms. Frizzell’s practice were identified by the investigation, as outlined below.

### **Knowledge of Inappropriate Incentives**

10. As part of the investigation, a Manulife investigator (the “**Investigator**”) (identifying himself using the alias R.K.) attended at the Clinic on or about February 1, 2018. During that visit, a staff member informed R.K. that when patients purchase a pair of orthotics, they would be entitled to a pair of complimentary shoes. Patients could select a pair of shoes on display within the Clinic; from an “OOLab Orthotics” catalogue; or receive a \$150 voucher for the purchase of shoes at “The Boot Shop”, which was a shoe store located adjacent to the Clinic.
11. The Investigator attended the Clinic again on or about April 3, 2018, to inquire about an assessment for orthotics. He spoke with an individual at the front desk, who inquired about the amount of his insurance coverage for orthotics. The Investigator indicated that he was insured by Manulife and believed the coverage was approximately \$450.00.
12. The Investigator was informed that he would be required to pay \$75.00 for the chiropody assessment, and a \$100.00 deposit towards the orthotics, which would be refunded to him on the pickup date. It was also confirmed that the Clinic still offered complimentary shoes with the purchase of orthotics.

13. The Investigator was given an appointment with Ms. Frizzell later the same day. When the Investigator arrived at the Clinic for his appointment, Ms. Frizzell greeted him and asked him to fill out patient intake forms.
14. The Investigator was then taken into the treatment room by another staff member. The staff member confirmed that the Investigator would be entitled to complimentary shoes with the purchase of orthotics, and inquired about his shoe size. The staff member then took scans of his feet.
15. Ms. Frizzell then came into the treatment room and conducted an assessment of the Investigator's condition. The assessment, including the gait analysis, was brief.
16. After the assessment, Ms. Frizzell informed the Investigator that he was not a very good candidate for orthotics. Nonetheless, she indicated that she would issue a prescription for orthotics, as requested, indicating that there was a range of motion limitation in his left toe and, when walking, his feet pronated inward. Ms. Frizzell then left the treatment room.
17. Ms. Frizzell acknowledges that, in her assessment, she did not offer any other treatment options to the Investigator or explain the benefits and risks associated with the various treatment options.
18. When the Investigator returned to the reception area, Ms. Frizzell asked him if he wanted to proceed with orthotics, and he indicated that he did. Ms. Frizzell then provided the Investigator with the Manulife insurance claim form and instructed him to complete and sign it. The kinesiologist at the front desk then charged the Investigator \$75.00 for the chiropody assessment and a \$100.00 deposit for the orthotics.
19. The Investigator informed the kinesiologist that he planned to go to The Boot Shop for his shoes, and he was then given a \$150.00 voucher for shoes. The Investigator inquired about whether the \$150.00 was part of the \$500 charge for orthotics. The kinesiologist indicated that it was paid by the company, but it was capped at \$150.00.
20. After leaving the Clinic, the Investigator went next door to The Boot Shop and selected a pair of Steve Madden shoes. He provided the sales clerk with the voucher and was not required to pay anything else. The sales clerk informed him that he could pick up his shoes from the Clinic when he picked up his orthotics.
21. On or about April 12, 2018, the Investigator returned to the Clinic to pick up his orthotics and shoes. A kinesiologist at the front desk asked if the Investigator wanted to try them on, and the Investigator indicated he did not.
22. The Investigator was then charged \$400.00 for the orthotics, and was refunded the \$100.00 deposit. He was informed that the Clinic would submit a claim for \$475.00 to Manulife on his behalf, which the Clinic subsequently did. The invoice submitted to Manulife did not disclose that the Investigator had been given complimentary shoes with his purchase of orthotics.
23. If Ms. Frizzell were to testify it would be her evidence that \$400.00 was the standard pricing at the Clinic for orthotics and, at the time, she misunderstood that the regulations required an itemized account for professional services.



24. Ms. Frizzell had knowledge of, and was complicit in, the practice at the Clinic of providing incentives to patients who purchased orthotics from the Clinic, which Ms. Frizzell admits was a breach of the regulations and the College's standards.
25. Ms. Frizzell also acknowledges that the failure to disclose the complimentary shoes on the Clinic invoice rendered the invoice misleading insofar as, anyone reading the invoice would be unaware that shoes had been supplied with the orthotics.

**Lack of Follow-Up Care**

26. The invoice for the Investigator's orthotics indicated that they were dispensed to the Investigator by another chiropodist who worked at the Clinic. Although another chiropodist was in the Clinic at the time, the Investigator's orthotics were simply handed over the desk by the kinesiologist.
27. Ms. Frizzell was unaware that the chiropodist, who was at the Clinic when the Investigator picked up his orthotics, did not dispense. She acknowledges that, as her patient, she ought to have taken steps to ensure that orthotics were appropriately dispensed. No one from the Clinic, including Ms. Frizzell, contacted the Investigator afterwards for any follow-up.
28. Ms. Frizzell acknowledges that it was her responsibility to ensure that a follow-up was offered to any patients for whom she prescribed orthotics.

**Lack of Adequate Assessments/Re-Assessments and Records Thereof**

29. On one or more occasions, Ms. Frizzell permitted student technicians to perform the biomechanical assessment, gait analysis, and/or casting for patients. The records of those assessments did not include the name or signature of the individual(s) who performed these tasks and did not have complete clinical records.
30. When Manulife requested clarification about these documents, Ms. Frizzell advised that the assessments for the patients listed in Appendix "A" were performed by student technicians.
31. Ms. Frizzell acknowledges that it was her responsibility to ensure that her patients' records were complete and reflected all the necessary information required by the College's Records Standard and the provisions in Part III of Ontario Regulation 203/94 under the *Chiropody Act, 1991*. She further acknowledges that she did not do so for the patients listed in Appendix "A".
32. In addition, if Ms. Frizzell were to testify, it would be her evidence that all treatments she prescribed and provided to the patients were medically necessary. However, she admits that the records for those patients are deficient insofar as they lack sufficient clinical details to demonstrate compliance with the College's standards, identified below, and including whether or not alternative treatments, other than the prescription of custom foot orthotics, might also have been considered for the patients listed in Appendix "B" and Appendix "C".
33. Ms. Frizzell admits that the College was unable to conduct an effective documentary review of the appropriateness of Ms. Frizzell's prescriptions due to deficiencies in the patient records and Ms. Frizzell's inability to access all patient records upon the closing

of the Clinic in December 2018, thereby frustrating the College's oversight role in conducting an objective, document-based review of patient management.

**Relevant Legislation, Regulations and Standards**

34. Clause 51(1)(c) of the Health Professions Procedural Code, that is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, provides that:

**51** (1) A panel shall find that a member has committed an act of professional misconduct if,

...

(c) the member has committed an act of professional misconduct as defined in the regulations.

35. Ontario Regulation 750/93, made pursuant to the *Chiropractic Act, 1991*, S.O. 1991, c. 20 (the "**Professional Misconduct Regulation**"), defines the following as acts of professional misconduct, as alleged in the Notices of Hearing:

2. Failing to meet or contravening a standard of practice of the profession.

...

10. Practising the profession while the member is in a conflict of interest.

...

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.

...

17. Failing to keep records as required by the regulations.

...

20. Signing or issuing, in the member's professional capacity, a document that contains a false or misleading statement.

21. Submitting an account or charge for services that the member knows is false or misleading.

22. Charging a fee that is excessive in relation to the services or devices charged for).

...

30. Contravening the Act, the *Regulated Health Professions Act, 1991* or the regulations under either of those Acts.

...

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.

36. The following written standards of the College, which are appended as Exhibits “A” to “F” to the Agreed Statement of Facts, were the standards of practice of the profession at the relevant time:

- Assessment and Management
- Orthotics
- Prescription Custom Foot Orthoses;
- Patient Relations;
- Prescription Footwear;
- Records.

### **Admissions**

37. Based on the facts set out above, Ms. Frizzell admits that she committed acts of 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*:

- 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. Assessment and Management;
  - ii. Orthotics and Prescription Custom Foot Orthoses
  - iii. Patient Relations;
  - iv. Prescription Footwear; and
  - v. Records
- b. paragraph 10 (practising the profession while the member is in a conflict of interest);
- c. 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);
- d. paragraph 17 (failing to keep records as required by the regulations);
- 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), specifically:
  - i. Ontario Regulation 203/94 (General) under the *Chiropody Act, 1991*, and, in particular, the sections pertaining to Advertising (Part II) and Records (Part III); and

- 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).
38. For greater clarity, for the purpose of paragraph 33 of section 1 of the *Professional Misconduct Regulation*, Ms. Frizzell specifically admits that her conduct was disgraceful, dishonourable and unprofessional.
  39. Ms. Frizzell understands the nature of the allegations that have been made against her and that by voluntarily admitting these facts, she waives her right to require the College to otherwise prove these facts.
  40. Ms. Frizzell understands that the Panel of the Discipline Committee can accept that the facts herein constitute professional misconduct, and in particular can accept the admissions by Ms. Frizzell that they constitute professional misconduct.
  41. Ms. Frizzell understands that the Panel of the Discipline Committee can make orders as a result of a finding of professional misconduct, as described in the Notice of Hearing.
  42. Ms. Frizzell understands that if the Panel makes a finding of professional misconduct, then the Panel's decision and its reasons, or a summary of its reasons, including the facts contained herein, and Ms. Frizzell's name may be published in the College's register and publications as well as the Canadian Legal Information Institute ("CanLII") database.
  43. Ms. Frizzell acknowledges that she has been advised to obtain independent legal advice and that she had sufficient opportunity to do so. Ms. Frizzell further acknowledges that she is entering into this Agreed Statement of Facts freely and voluntarily, without compulsion or duress.
  44. Ms. Frizzell irrevocably acknowledges and agrees that all the facts in this Agreed Statement of Facts are true and accurate.
  45. Ms. Frizzell and the College agree that this Agreed Statement of Facts may be signed in counterparts.

#### Decision and Reasons on Liability

6. The Panel found the Member to have engaged in professional misconduct as admitted.
7. The Panel agreed to withdraw the allegation set out at paragraph 2(e) of the Notice of Hearing.
8. In coming to its decision, the Panel considered the Member's plea and her admission of professional misconduct as described in the Agreed Statements of Facts. The Panel was satisfied that the conduct described in the Agreed Statements of Facts constituted professional misconduct as alleged and as admitted by the Member. The Panel was satisfied that the admitted conduct amounted to a failure to meet the College of Chiropractors

standards pertaining to Assessment and Management; Orthotics and Prescription Custom Foot Orthoses, Patient Relations; Prescription Footwear; and Records.

9. Practicing in a clear conflict of interest the Member brought disrepute to the entire profession for personal financial gain while placing the profession at risk given the Members unacceptable business practices. The fee's billed by the Member though superficially did not appear excessive, the provision of incentives to patients must be paid by 'someone'. In this case it would have been unknowingly by an insurance company. Incentivization by the provision of 'free' footwear to patients required the Member to provide false or misleading accounts, charges and documents
10. Of additional concern is that the professional misconduct in which the Member engaged in has involved what the Panel viewed, as a serious violation of the public trust by misleading patients, insurance companies and the public at large.

### Penalty

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

THE PARTIES agree and jointly submit that the Discipline Committee make the following orders with respect to this matter:

1. Ms. Frizzell is to appear before the Panel of the Discipline Committee to be reprimanded; and,
2. Ms. Frizzell is to pay the College's costs in the amount of fifteen thousand dollars (\$15,000.00), which amount will be paid in three equal installments as follows:
  - \$5,000.00 on February 23, 2022;
  - \$5,000.00 on May 23, 2022; and
  - \$5,000.00 on August 23, 2022.

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

The College and the Member agree that this Joint Submission on Penalty and Costs may be signed in counterparts.

### Decision and Reasons on Penalty and Costs

12. The Panel recognized that when presented with a joint submission on penalty its role is limited. The case law makes clear that the Panel should not depart from a joint proposal unless the order being sought would bring the administration of justice into disrepute or is

otherwise contrary to the public interest. Here, the Panel is satisfied that the proposed penalty and costs order is reasonable and well within the public interest.

13. The costs to be paid by the Member are not insignificant but will cover only a portion of the Colleges cost of investigating and prosecuting this case before the Panel. In the circumstances, the Panel was satisfied that the costs were appropriate.
14. The reprimand, with no suspension ordered is appropriate in the circumstances as well. The Member has resigned from the profession and has further undertaken that she will not seek to ever reapply to the College or in any other jurisdiction. Had the Member not given this undertaking, it is likely that the Panel would have imposed a significant suspension, in addition to the imposition of a reprimand.
15. At the conclusion of the hearing, the Panel delivered its reprimand to Ms. Frizzell. The reprimand is attached to these reasons as Schedule "A".

I, Martin Hayles, 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:



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Martin Hayles, Chairperson

1<sup>st</sup> March 2022

Date

Peter Ferguson  
Jim Daley

**Schedule “A”****COLLEGE OF CHIROPODISTS OF ONTARIO v. SHANNON LYNN FRIZZELL**

As you know, **Ms. Frizzell**, 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. What we are saying to you now, however, is “off the record”.

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 a number of different ways, including practising in a conflict of interest, providing treatment to a patient where you knew or ought to have known that the treatment was ineffective or unnecessary, and failing to keep records as required.

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 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 misleading patients and insurance companies, presumably for your own financial gain.

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

We understand that you have resigned from the profession and have further undertaken not to seek to reapply here or in any other jurisdiction. Had you not made this decision, it is likely that we would have imposed a significant suspension, in addition to the imposition of this reprimand.

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.

Do you wish to make any comments?

Thank you for attending today.