

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 -

STEPHEN GALPERIN

.

PANEL MEMBERS:

Nosheen Chaudhry	Chair, Professional Member
Millicent Vorkapich	Professional Member
Melanie Atkinson	Professional Member
Winnie Linker	Public Member

COUNSEL FOR THE COLLEGE: Debra McKenna

**REPRESENTATIVE FOR THE
MEMBER:** Jacinthe Boudreau

INDEPENDENT LEGAL COUNSEL: Luisa Ritacca

Hearing Date: December 16, 2021

Decision Date: December 16, 2021

Release of Written Reasons: January 4, 2022

DECISION AND REASONS

This matter came on for hearing before a panel of the Discipline Committee on December 16, 2021. With the consent of the parties, this matter was heard electronically.

The Allegations

1. The allegations against the Member were set out in the Notice of Hearing, dated February 19, 2020. The allegations in the Notice of Hearing are as follows:
 1. Stephen Galperin (“**Mr. Galperin**” or the “**Member**”) was at all material times a registered member of the College.
 2. During the period in or about July to November 2018 (the “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- d. *allegation withdrawn*;
- 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 chiropody in Ontario.
2. During the Relevant Period described above, the Member was engaged in the practice of chiropody at Idol Eyes and Feet, located at 9333 Weston Road, Woodbridge, Ontario, L4H 2E2 (the "Clinic").

A. Incident #1

3. On or about July 31, 2018, an investigator from Manulife Financial attended at the Clinic using the pseudonym David Cousins. The purpose of the attendance at the Clinic was to inquire about orthotics.
4. Upon arrival at the Clinic, the investigator spoke to staff about obtaining orthotics. The investigator was informed by the Clinic staff, identified as "Gabriela", that the cost for orthotics was \$400.00. The investigator was also advised that there was a \$100.00 fee for the chiroprapist who would conduct an examination.
5. The investigator was further informed by Gabriela that, if he purchased two pairs of orthotics, he would receive a \$500.00 credit redeemable at Moda Shoes, a shoe store located across the street at 9200 Weston Road in Woodbridge.
6. The shoe store is also owned by the Clinic.

7. Based on that information, the investigator made an appointment for August 8, 2018.
8. On or about August 8, 2018, the investigator returned to the Clinic. He again spoke to Gabriela and another member of the Clinic staff, identified as "Francis". Prior to seeing the Member, the investigator was instructed by staff to complete several forms, including a medical history and an insurance coverage form.
9. After completing the forms, the investigator was directed to a room down the hallway where he then met with the Member. At that time, "Francis" informed the Member that the investigator would be obtaining two pairs of shoes or words to that effect.
10. Mr. Galperin proceeded to examine the investigator.
11. The examination lasted approximately 15 minutes. The examination conducted by the Member included the investigator standing, sitting and the Member examining the investigator's feet.
12. The Member then obtained impressions of the investigator's feet with the use of a foam box.
13. At the conclusion of the examination, the Member advised the investigator that his orthotics would be ready in about two weeks. The Member then provided the investigator with some advice on the use of the orthotics

14. The investigator then attended at the front desk and was required to pay 50% of the orthotics costs, as well as the chiropodist fee. When asked, the investigator was advised by Clinic staff that, when the orthotics were ready and picked up, the investigator would be provided with a \$600.00 credit for Moda Shoes.
15. On or about August 27, 2018, the investigator returned to the Clinic and was provided with his orthotics. The investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiropodist.
16. At that time, the investigator was also provided with an appointment card that had his name on it and a notation of \$600.00, which he was directed by the Clinic staff to take to Moda Shoes to be exchanged for shoes.
17. On or about August 30, 2018, the investigator attended at Moda Shoes and was greeted by a woman working at the store. The investigator presented the card to the woman who advised him that he could obtain \$600.00 of products from the store. In exchange for the card, the investigator was provided with two pairs of dress shoes, one pair of dress boots, a pair of flip flops, and three pairs of socks.
18. The insurance coverage form submitted to Manulife for the orthotics, which was signed by the Member, does not disclose the \$600 shoe credit provided to the investigator or the shoes obtained by the investigator for the \$600.00 credit.

B. Incident #2

19. On or about October 2, 2018, a Manulife investigator attended at the Clinic using the pseudonym Emily Daniels. The purpose of the attendance at the Clinic was to inquire about orthotics.
20. Upon arrival at the Clinic, the investigator was greeted by a woman at reception. When asked if the Clinic provided orthotics, the woman responded affirmatively and advised the investigator that an appointment with a chiropractor was required.
21. The investigator was informed that the chiropractor worked on Wednesdays and Saturdays.
22. After checking the Clinic's appointment calendar, the investigator was booked for an appointment with the Member for October 17, 2018, at 4:00 p.m.
23. On or about October 17, 2018, the investigator attended at the Clinic for her appointment with the Member. After completing some forms provided to her by the receptionist, the investigator was directed by the Member to an examination room.
24. The Member conducted an assessment and reviewed the medical history form with the investigator. The Member asked the investigator about foot pain, to which the investigator responded that she had heel pain for approximately a year and that it had become worse in the last six months.

25. The Member informed the investigator that the heel pain was “plantar fasciitis”. The Member said to the investigator that orthotics would be fine, but shoes are more important, or words to that effect.
26. The Member informed the investigator that she needed wide shoes. The Member also indicated that “pump bumps” are caused by pressure and switching between high-heel and low-heel shoes, or words to that effect.
27. The Member took an impression of the investigator’s feet using a foam box.
28. The Member also advised the investigator to take the orthotics for a “test drive” or words to that effect, and he also recommended memory foam slippers, clogs or Birkenstock sandals.
29. After the examination, the investigator attended at the reception and asked the receptionist about the costs. She was informed that the orthotics were \$400.00 and a \$100.00 fee for the chiropodist’s assessment. The investigator paid a \$250.00 deposit.
30. The investigator was also informed by Clinic staff that, when the orthotics were dispensed to her, the balance owing would then be paid by the investigator and the store would submit paperwork to the insurance company on her behalf.
31. On or about November 14, 2018, the investigator returned to the Clinic in response to a voicemail from “Francis”. At that time, the investigator was asked if

she had received her "credit note", to which the investigator responded in the negative.

32. The receptionist then located the investigator's file and noted that a \$250.00 balance was still owing. The receptionist then asked if "Francis" had explained to the investigator about the credit note. The receptionist then said words to the effect that, "we charge the insurance company \$400.00 but the orthotics only cost \$250.00. We give you the balance as a credit towards glasses or whatever."
33. The receptionist then proceeded to write \$200.00 on the back of an appointment card and provided the card to the investigator, along with the orthotics. The investigator was told that she could redeem the \$200.00 credit at Moda Shoes.
34. When she obtained her orthotics, the investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiroprapist.
35. The investigator then left the Clinic and attended at Moda Shoes across the street. Upon arrival at the store, the investigator was greeted by a man, identified as "Mimo", who assisted the investigator in picking out a pair of Vince Camuto boots, valued at \$200.00
36. The investigator obtained the boots in exchange for the \$200.00 credit note provided to her by the receptionist at the Clinic.

37. The insurance coverage form submitted to Manulife for the orthotics, which was signed by the Member, does not disclose the \$200 shoe credit provided to the investigator or the shoes obtained by the investigator for the \$200.00 credit

Member's Plea

3. The Member admitted that he engaged in professional misconduct as described in the Notices of Hearing, save for the allegation at paragraph 2(d) , which the College sought to withdraw.
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:

A. Background

1. At all material times, the Member was registered with the College to practise chiropody in Ontario. The Member was first registered as a chiropodist on February 18, 1985.
2. The Member has no prior discipline history.
3. During the period from July to November 2018, the Member was engaged in the practice of chiropody at Idol Eyes and Feet, located at 9333 Weston Road, Woodbridge, Ontario, L4H 2E2 (the "Clinic").

4. The Member was the only chiropodist at the Clinic and he worked two days a week – Wednesdays and Saturdays.

A. Incident #1

5. On or about July 31, 2018, an investigator from Manulife Financial attended at the Clinic in a covert capacity, using the pseudonym David Cousins. The purpose of the attendance at the Clinic was to inquire about orthotics.
6. Upon arrival at the Clinic, the investigator spoke to staff about obtaining orthotics. The investigator was informed by Clinic staff, identified as “Gabriela”, that the cost for orthotics was \$400.00. The investigator was also advised that there was a \$100.00 fee for the chiropodist who would conduct an examination.
7. The investigator was further informed by Gabriela that, if he purchased two pairs of orthotics, he would receive a \$500.00 credit redeemable at Moda Shoes, a shoe store located across the street at 9200 Weston Road in Woodbridge.
8. At the material times, the shoe store was also owned by the Clinic.
9. Based on that information, the investigator made an appointment for August 8, 2018.
10. If the Member were to testify it would be his evidence that he was not in attendance at the Clinic on that day.

11. On or about August 8, 2018, the investigator returned to the Clinic. He again spoke to Gabriela and another member of the Clinic staff, identified as "Francis". Prior to seeing the Member, the investigator was instructed by staff to complete several forms, including a medical history and an insurance coverage form.
12. After completing the forms, the investigator was directed to a room down the hallway where he then met with the Member. At that time, "Francis" stated to the Member: "Your next patient, Stephen. Two orthotics for him." The Member's response was "thanks so... sure".
13. The Member proceeded to examine the investigator. The examination conducted by the Member included the investigator, standing, sitting, and the Member examining the investigator's feet.
14. If the Member were to testify, he would testify that he also assessed the investigator's gait while he walked in the examination room and observed his stance from different angles when he was standing.
15. The Member then obtained impressions of the investigator's feet with the use of a foam box.
16. At the conclusion of the examination, the Member advised the investigator that his orthotics would be ready in about two weeks. The Member then provided the investigator with some advice on the use of his orthotics.

17. Attached as Exhibit "A" to the Agreed Statement of Facts is a recording of the Member's examination of the investigator. Attached as Exhibit "B" is a copy of the Member's patient records with respect to the investigator.
18. The investigator then attended at the front desk and was required to pay 50% of the orthotics costs, as well as the chiroprapist fee. When asked, the investigator was advised by Clinic staff that, when the orthotics were ready and picked up, the investigator would be provided with a \$600.00 credit for Moda Shoes.
19. On or about August 27, 2018, the investigator returned to the Clinic and was provided with his orthotics. The investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiroprapist or podiatrist.
20. At that time, the investigator was also provided with an appointment card that had his name on it and a notation of \$600.00, which he was directed by the Clinic staff to take to Moda Shoes to be exchanged for shoes.
21. If the Member were to testify, he would testify that he was not at the Clinic on that day.
22. On or about August 30, 2018, the investigator attended at Moda Shoes and was greeted by a woman working at the store. The investigator presented the card to the woman who advised him that he could obtain \$600.00 of products from the store. In exchange for the card, the investigator was provided with two pairs of dress shoes, one pair of dress boots, a pair of flip flops, and three pairs of socks.

23. The insurance coverage form submitted to Manulife for the orthotics, which was signed by the Member, does not disclose the \$600.00 shoe credit provided to the investigator or the shoes obtained by the investigator for the \$600.00 credit.

B. Incident #2

24. On or about October 2, 2018, a second Manulife investigator attended at the Clinic in a covert capacity, using the pseudonym Emily Daniels. The purpose of the attendance at the Clinic was to inquire about orthotics.
25. Upon arrival at the Clinic, the investigator was greeted by a woman at reception. When asked if the Clinic provided orthotics, the woman responded affirmatively and advised the investigator that an appointment with a chiropodist was required.
26. The investigator was informed that the chiropodist worked on Wednesdays and Saturdays. After checking the Clinic's appointment calendar, the investigator was booked for an appointment with the Member on October 17, 2018, at 4:00 p.m.
27. On or about October 17, 2018, the investigator attended at the Clinic for her appointment with the Member. After completing some forms provided to her by the receptionist, the investigator was directed by the Member to an examination room.

28. The Member conducted an assessment and reviewed the medical history form with the investigator. The Member asked the investigator about foot pain, to which the investigator responded that she had heel pain for approximately a year and that it had become worse in the last six months.
29. The Member informed the investigator that the heel pain was “plantar fasciitis”. The Member advised the investigator that orthotics would be fine, but shoes are more important, or words to that effect.
30. The Member informed the investigator that she needed wide shoes. The Member also indicated that “pump bumps” are caused by pressure and switching between high-heel and low-heel shoes, or words to that effect.
31. The Member took an impression of the investigator’s feet using a foam box.
32. The Member also advised the investigator to take the orthotics for a “test drive” or words to that effect, and he also recommended memory foam slippers, clogs or Birkenstock sandals.
33. Attached as Exhibit “C” to the Agreed Statement of Facts is a recording of the Member’s examination of the investigator. Also, attached, as Exhibit “D”, is a copy of the Member’s patient records for the investigator.
34. After the examination, the investigator attended at the reception and asked the receptionist about the costs. She was informed that the orthotics were \$400.00

and a \$100.00 fee for the chiropodist's assessment. The investigator paid a \$250.00 deposit.

35. The investigator was also informed by Clinic staff that, when the orthotics were dispensed to her, the balance owing would then be paid by the investigator and the store would submit paperwork to the insurance company on her behalf.
36. On or about November 14, 2018, the investigator returned to the Clinic in response to a voicemail from "Francis". At that time, the investigator was asked if she had received her "credit note", to which the investigator responded in the negative.
37. The receptionist then located the investigator's file and noted that a \$250.00 balance was still owing. The receptionist then asked if "Francis" had explained to the investigator about the credit note. The receptionist then said words to the effect that, "we charge the insurance company \$400.00 but the orthotics only cost \$250.00. We give you the balance as a credit towards glasses or whatever."
38. The receptionist then proceeded to write \$200.00 on the back of an appointment card and provided the card to the investigator, along with the orthotics. The investigator was told that she could redeem the \$200.00 credit at Moda Shoes.
39. When she obtained her orthotics, the investigator was not seen by the Member or fitted with the orthotics by the Member or any other chiropodist or podiatrist.

40. The investigator then left the Clinic and attended at Moda Shoes across the street. Upon arrival at the store, the investigator was greeted by a man, identified as "Mimo", who assisted the investigator in picking out a pair of Vince Camuto boots, valued at \$200.00.
41. The investigator obtained the boots in exchange for the \$200.00 credit note provided to her by the receptionist at the Clinic.
42. The insurance coverage form submitted to Manulife for the orthotics, which was signed by the Member, does not disclose the \$200.00 shoe credit provided to the investigator or the shoes obtained by the investigator for the \$200.00 credit.
43. If the Member were to testify if it would be his evidence that he had no knowledge that the Clinic was providing incentives to patients.
44. Notwithstanding, the Member acknowledges that such incentives are prohibited and contrary to the regulations and the College's standards. Furthermore, as a member of the College, the Member acknowledges that it was his professional responsibility to know what the billing practices were at the Clinic and therefore he ought to have known and should have taken steps to ensure that inappropriate practices did not occur.
45. Willful blindness is not a defence to such misconduct.
46. In addition, the Member acknowledges that he failed to conduct an adequate assessment of these patients and his patient records are deficient insofar as they

lack sufficient clinical details to demonstrate compliance with the College's standards, as set out below.

47. In particular, the Member's records do not include the following information:

- a sufficiently detailed medical history;
- reasonable information about the Member's examinations, clinical findings, diagnoses, and assessments;
- reasonable information about treatment plans;
- reasonable information about all significant advice given to patients, including advice about the benefits and material risks of the prescribed treatments and the patient's alternative treatment options;
- a differential diagnosis;
- information about dispensing; and
- reasonable information about patient follow-up, including any circumstances in which patients declined a follow-up appointment that was offered to them.

48. The following standards of the College are the standards of practice of the profession within the meaning of paragraph 2 of section 1 of the Professional Misconduct Regulation, O. Reg. 750/93:

- i. Patient Relations;
- ii. Assessment and Management;
- iii. Records; and
- iv. Prescription Custom Foot Orthoses;

49. Based on the facts set out in paragraphs 1 to 45 above, the Member admits that he engaged in professional misconduct within the meaning of the following paragraphs of section 1 of the Professional Misconduct Regulation, O. Reg. 750/93:

- 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
 - 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 20 – signing or issuing, in the member’s professional capacity, a document that contains a false or misleading statement;
- e. paragraph 21 – submitting an account or charge for services that the member knows is false or misleading;
- f. paragraph 22 – charging a fee that is excessive in relation to the services or devices charged for;
- g. paragraph 30 – contravening the Chiropractic 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 Chiropractic Act, 1991, as specified in this Notice of Hearing;
 - ii. Ontario Regulation 203/94 (General);
 - iii. Section 51(1)(c) of the Health Professions Procedural Code, being Schedule 2 to the Regulated Health Professions Act, 1991;
- h. 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.

Decision and Reasons on Liability

6. The Panel considered the evidence presented and the Member's admissions and found that the Member engaged in professional misconduct as alleged in the Notice of Hearing.
7. In coming to its decision, the Panel considered the Member's plea and his 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 Chiropodists standards pertaining to patient relations, assessment and management, records, prescription custom foot orthoses.
8. 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. The Member brought disrepute to the entire profession for personal financial gain while placing the profession at risk given the Members unacceptable business practices.

Penalty

9. 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. An oral reprimand;
2. An order suspending the Member's certification of registration for a period of eight (8) months, 1 two (2) months of which will be remitted upon the

¹ During the period of suspension, the Member is not permitted to practise chiropody. For the sake of clarity, this includes, among other things, the Member is not permitted to use the restricted title of chiropodist, or hold himself out as being able to practise, or hold himself out as a member of the College. The Member is not permitted to invoice or earn any income from the practice of chiropody (directly or through a health profession corporation) or be present at the Member's primary practice location or any secondary practice location or attend at a practice setting where

Member completing the ProBe ethics course and the University of Toronto records course as outlined in paragraph 3(a) below;

3. An order directing the Registrar to impose terms, conditions, and limitations on the Member's certificate of registration requiring the following:

(a) Prior to returning to practice, the Member shall complete both the ProBe ethics and the University of Toronto records course at his own expense;

(b) Upon returning to practice after his suspension, 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**"). The Member is additionally not entitled to assign these duties to anyone else in his clinic, regardless of whether he receives a fee, 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.

(c) At his own expense, the Member will receive supervision of his chiropody practice with a supervisor approved by the Registrar for a period of one (1) year from the date on which the Member returns to practise from the suspension. The terms of the supervision are as follows:

chiropody patients are in attendance, to be involved in or participate in any of the chiropody care to be provided to chiropody patients.

- 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 seek 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;
- (d) In the event that the Member obtains employment to provide chiropody services 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 of the Discipline Committee's final decision;
- 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;

- (e) 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;
- (f) An order directing the Member to pay costs to the College in the amount of \$9,000.00, which amount will be paid in two installments as follows:
- \$4,500.00 on December 16, 2021
 - \$4,500.00 on January 16, 2021
- (g) 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 on Penalty and Costs

10. The Panel is satisfied that the proposed penalty as set out in the Joint Submission on Penalty is reasonable and makes the order accordingly.
11. In reaching its decision on penalty, the Panel was conscious that it should not depart from the agreed statement of facts and the joint submission of penalty unless making the order requested would bring the process into disrepute or otherwise be contrary to the public interest.
12. The Panel is satisfied that the penalty is reasonable in light of the professional misconduct admitted to and as set out in the Agreed Statement of Facts and in which the Panel found the Member engaged. Further, the Panel is satisfied that the penalty imposed is in the public interest and acts as a deterrent for other members of the College.
13. The penalty imposed is aligned with earlier cases and the costs are reasonable and fair.

14. The Panel was satisfied that the proposed penalty was appropriate and reasonable in the circumstances, and makes the order accordingly.
15. The Panel is further satisfied that the compulsory education requirements of the penalty incorporates a component of rehabilitation, which will serve to protect the public once the Member completes the ProBe ethics course and undergoes further supervision of his practice.
16. At the end of the hearing, the Member waived his right to an appeal and the Panel therefore delivered its reprimand to the Member. The reprimand can be found at the end of these reasons, at Appendix A.

I, Nosheen Chaudhry, 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:



Nosheen Chaudhry Chairperson

January 4, 2022

Date

Millicent Vorkapich
Melanie Atkinson
Winnie Linker

COLLEGE OF CHIROPODISTS OF ONTARIO v. STEPHEN GALPERIN

As you know, Dr. Galperin, 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 several different ways. They have included serious breaches of the College's standards and inappropriate business practices.

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.

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 what we view as a gross violation of the public trust. You misled patients, insurance companies and the public at large. You brought disrepute to the entire profession for personal financial gain and put the profession at risk given your problematic business practices. As well, it was clear in the evidence presented that your charting was substandard, misleading and in some instances absent entirely. Accurate and timely charting is a basic and essential requirement as a medical professional.

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 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.