

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

**B E T W E E N:**

**COLLEGE OF CHIROPODISTS OF ONTARIO**

- and -

**SHANNON LYNN FRIZZELL**

**NOTICE OF HEARING**

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

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

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

1. Direct the Registrar to revoke your certificate of registration.
2. Direct the Registrar to suspend your certificate of registration for a specified period of time.

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

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

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

**Lara Kinkartz**  
**Alexandra Wilbee**  
**WEIRFOULDS LLP**  
Barristers & Solicitors  
4100-66 Wellington Street West  
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You must also make disclosure in accordance with section 42.1 of the *Health Professions Procedural Code*, which states as follows:

Evidence of an expert led by a person other than the College is not admissible unless the person gives the College, at least ten days before the hearing, the identity of the expert and a copy of the expert's written report or, if there is no written report, a written summary of the evidence.

Date: August 13, 2020

  

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Felecia Smith, LL.B., Registrar  
College of Chiropodists of Ontario  
180 Dundas Street West, Suite 1901  
Toronto, ON M5G 1Z8

**TO: Shannon Lynn Frizzell**  
c/o Lisa Spiegel  
Miller Thomson LLP  
Scotia Plaza  
40 King St. West Suite 5800  
Toronto, ON M5H 3S1

## **STATEMENT OF ALLEGATIONS**

1. At all material times, Shannon Lynn Frizzell (“**Ms. Frizzell**” or the “**Member**”) was a registered member of the College of Chiropractors 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 *Chiropractic 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. paragraph 18 (falsifying a record relating to the member’s practice);

- 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".

**APPENDIX "A"**

<b>Patient</b>
E.O.
C.W.
J.W.
R.H.
B.H.
A.P.
C.B.
A.B.
M.I.
C.P.
E.S.
J.Y.
C.B.
L.K.

**APPENDIX "B"**

<b>Patient</b>
E.O.
C.W.
J.W.
C.B.
A.B.
M.I.
C.P.
E.S.
J.Y.
C.A.

**APPENDIX "C"**

<b>Plan Member</b>	<b>Patients on Plan Ordering Orthotics/Footwear</b>
N.G.	N.G., D.S., S.S., K.S.
C.S.	C.S., R.S., Mi.S., Ma.S.
G.J.	G.J., C.P., V..J.
C.P.	C.P., J.P., M.P., S.P.
S.M.	S.M., A.M., J.M.
Br.L.	Br.L., S.L., D.L., H.L, Be.L.
R.P.	A.P.
C.B.	C.B., L.K.
C.W.	C.W., J.W., A.W.

**APPENDIX "D"**

<b>Plan Member</b>	<b>Patient</b>
V.O.	E.O.
R.H.	R.H.
R.H.	B.H.
M.I.	M.I.
A.P.	C.P.
N.G.	N.G.
N.G.	D.S.
N.G.	S.S.
N.G.	K.S.
Al.A.	Al.A.
Al.A.	K.A.
Al.A.	A-j.A.
Al.A.	A-h.A.
Al.A.	Ma.A.
Al.A.	Mu.A.
G.J.	G.J.
G.J.	C.P.
G.J.	V.J.
C.P.	C.P.
C.P.	J.P.
C.P.	M.P.

<b>Plan Member</b>	<b>Patient</b>
C.P.	S.P.
C.B.	C.B.
C.B.	L.K.
C.W.	C.W.
C.W.	J.W.
C.W.	A.W.
R.P.	A.P.
D.B.	C.B.
D.B.	A.B.
E.S.	E.S.
J.Y.	J.Y.
M.R.	C.A.
C.S.	C.S.
C.S.	R.S.
C.S.	Mi.S.
C.S.	Ma.S.
Br.L.	Br.L.
Br.L.	S.L.
Br.L.	D.L.
Br.L.	H.L.
Br.L.	Be.L.

**COLLEGE OF CHIROPODISTS OF ONTARIO**

- and -

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