:

BOARD OF DIRECTORS OF DRUGLESS THERAPY - NATUROPATHY

PANEL:	Patricia Rennie	Panel Chair
	Belinda Clarke	
	Sheila Jaggard	

BETWEEN:

BOARD OF DIRECTORS OF DRUGLESS THERAPY - NATUROPATHY	)	Bonni Ellis for the Board of Directors of Drugless Therapy - Naturopathy
- and -	)	
LESLIE EE (#844)	)	Renée Kopp, for the Registrant

Luisa Ritacca

Independent Legal Counsel

Heard: March 5, 2014

DECISION AND REASONS

This matter came for hearing before a panel of the Board of Directors Drugless Therapy - Naturopathy (the "Board") on March 5, 2014 at the Board office at Toronto.

At the commencement of the hearing, the parties requested a publication ban on the names and identifying features of the patients named in the Notices of Hearing and other documents filed. The panel ordered the ban and as such the panel has replaced any reference to a patient's name with initials in these reasons.

The Allegations

The allegations against Leslie Ee (the "Registrant") were set out in three separate Notices of Hearing, each dated March 5, 2014. The allegations were as follows:

Notice of Hearing #1, March 5, 2014:

1. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(i) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that you issued an account or similar document that is false, misleading, incomplete or otherwise improper and in particular:

    (a) You issued an invoice to R.A. dated May 30, 2009, which describes the treatment and services provided to R.A. as "naturopathic visits", instead of specifying the treatments and services actually provided;

    (b) You issued an invoice to A.B. dated May 30, 2009, which describes the treatment and services provided to A.B. as "naturopathic visits", instead of specifying the treatments and services actually provided;

    (c) you issued an invoice to M.D. dated June 1, 2009, which describes the treatment and services provided to M.D. as "naturopathic visits", instead of specifying the treatments and services actually provided;

    (d) you issued an invoice to A.I. dated June 3, 2009, which describes the treatment and services provided to A.I. as "naturopathic visits", instead of specifying the treatments and services actually provided;

    (e) you issued an invoice to A.Z. dated June 18, 2009, which describes the treatment and services provided to A.Z. as "naturopathic visits", instead of specifying the treatments and services;

    (f) you issued an invoice to D.B. dated May 30, 2009, which describes the treatment and services provided to D.B. as "naturopathic visits", instead of specifying the treatments and services;

(g) you issued an invoice to R.A.2. dated May 30, 2009, which describes the. treatment and services provided to R.A.2. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(h) you issued an invoice to S.P. dated May 11, 2009, which describes the treatment and services provided to S.P. as "acupuncture visits", instead of specifying the treatments and services actually provided;

(i) withdrawn;

(j) you issued an invoice to M.P. on or about May 11, 2009, which describes the treatment and services provided to M.P. as "acupuncture visits", instead of specifying the treatments and services actually provided;

(k) you issued an invoice to E.M. on or about June 8, 2009, which describes the treatment and services provided to E.M. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(l) you issued an invoice to I.M. on or about June 8, 2009, which describes the treatment and services provided to I.M. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(m) you issued an invoice to I.K. dated May 27, 2009, which describes the treatment and services provided to I.K. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(n) you issued an invoice to O.K. dated May 20, 2009, which describes the treatment and services provided to O.K. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(o) you issued an invoice to A.I. dated May 27, 2009, which describes the treatment and services provided to A.I. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(p) you issued an invoice to A.I. dated April 18, 2009, which describes the treatment and services provided to A.I. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(q) you issued an invoice to O.B. dated June 6, 2009, which describes the treatment and services provided to O.B. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(r) you issued an invoice to J.B. dated June 6, 2009, which describes the treatment and services provided to J.B. as "naturopathic visits", instead of specifying the treatments and services actually provided;

(s) you recorded that you assessed and/or provided treatment to patient O.F. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(t) you recorded that you assessed and/or provided treatment to patient T.F. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(u) you recorded that you assessed and/or provided treatment to patient O.K. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(v) you recorded that you assessed and/or provided treatment to patient I.K.2. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(w) you recorded that you assessed and/or provided treatment to patient I.K. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(x) you recorded that you assessed and/or provided treatment to patient A.I. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case;

(y) you recorded that you assessed and/or provided treatment to patient M.A. on May 20, 2009 in the patient's record and/or in other documents when, in fact, that was not the case; and/or

(z) withdrawn.

2. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(w) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that, you contravened standards of practice or guidelines of practice set by the Board of Drugless Therapy-Naturopathy, and, in particular:

(a) you failed to issue itemized receipts to R.A. for each visit where naturopathic services were provided and, instead, you issued and invoice to R.A. dated May 30, 2009 in relation to approximately 12 naturopathic visits;

(b) you failed to issue itemized receipts to A.B. for each visit where naturopathic services were provided and, instead, you issued an invoice to A.B.dated May 30, 2009 in relation to approximately 10 naturopathic visits;

(c) you failed to issue itemized receipts to M.D. for each visit where naturopathic services were provided and, instead, on or about June 1, 2009 you issued to M.D. an invoice in relation to approximately 5 naturopathic visits;

(d) you failed to issue itemized receipts to A.I. for each visit where naturopathic services were provided and, instead, you issued an invoice to A.I. dated June 3, 2009 in relation to approximately 6 naturopathic visits;

(e) you failed to issue itemized receipts to A.Z. for each visit where naturopathic services were provided and, instead, you issued an invoice to A.Z. dated June 18, 2009 in relation to approximately 5 naturopathic visits;

(f) you failed to issue itemized receipts to D.B. for each visit where naturopathic services were provided and, instead, you issued an invoice to D.B. dated May 30, 2009 in relation to approximately 10 naturopathic visits;

(g) you failed to issue itemized receipts to R.A.2.for each visit where naturopathic services were provided and, instead, you issued an invoice to R.A.2. dated May 30, 2009 in relation to approximately 12 naturopathic visits;

(h) withdrawn;

(i) you failed to issue itemized receipts to S.P. for each visit where naturopathic services were provided and, instead, you issued an invoice to S.P. dated May 11, 2009 in relation to approximately 9 acupuncture visits;

(j) withdrawn;

(k) withdrawn;

(l) you failed to issue itemized receipts to M.P. for each visit where naturopathic services were provided and, instead, you issued an invoice to M.P. dated April 9, 2009 in relation to approximately 5 naturopathic visits;

(m) you failed to issue itemized receipts to M.P. for each visit where naturopathic services were provided and, instead, you issued an invoice to M.P. dated May 11, 2009 in relation to approximately 9 acupuncture visits;

(n) you failed to issue itemized receipts to E.M. for each visit where naturopathic services were provided and, instead, you issued an invoice to E.M. dated June 8, 2009 in relation to approximately 8 naturopathic visits;

(o) you failed to issue itemized receipts to I.M. for each visit where naturopathic services were provided and, instead, you issued an invoice to I.M. dated June 8, 2009 in relation to approximately 8 naturopathic visits;

(p) you failed to issue itemized receipts to I.K. for each visit where naturopathic services were provided and, instead, you issued an invoice to I.K. dated May 27, 2009 in relation to approximately 5 naturopathic visits;

(q) you failed to issue itemized receipts to O.K. for each visit where naturopathic services were provided and, instead, you issued an invoice to O.K. dated May 20, 2009 in relation to approximately 2 naturopathic visits;

(r) you failed to issue itemized receipts to A.I. for each visit where naturopathic services were provided and, instead, you issued an invoice to A.I. dated May27, 2009 in relation to approximately 10 naturopathic visits;

(s) you failed to issue itemized receipts to A.I. for each visit where naturopathic services were provided and, instead, you issued an invoice to AI. dated April18, 2009 in relation to approximately 10 naturopathic visits;

(t) withdrawn;

(u) withdrawn;

(v) you failed to issue itemized receipts to O.B. for each visit where naturopathic services were provided and, instead, on or about June 6, 2009 you issued to OB an invoice in relation to approximately 10 naturopathic visits;

(w) you failed to issue itemized receipts to J.B. for each visit where naturopathic services were provided and, instead, you issued an invoice to J.B. dated 6, 2009 in relation to approximately 10 naturopathic visits;

(x) you designated another person to administer Parenteral Therapy to patient R.A.2. and were not present on site on or about May 16, 2009, at the time the Parenteral Therapy was administered to R.A.2;

(y) you designated another person to administer Parenteral Therapy to patient R.A.2. and were not present on site on or about May 19, 2009, at the time the Parenteral Therapy was administered to R.A.2;

(z) you designated another person to administer Parenteral Therapy to patient M.D. and were not present on site on or about May 15, 2009, at the time the Parenteral Therapy was administered to M.D;

(aa) you designated another person to administer Parenteral Therapy to patient A.I.2. and were not present on site on or about May 15, 2009, at the time the Parenteral Therapy was administered to A.I.2;

(bb) you designated another person to administer Parenteral Therapy to patient A.I.2. and were not present on site on or about May 20, 2009, at the time the Parenteral Therapy was administered to A.I.2;

(cc) you designated another person to administer Parenteral Therapy to patient I.M. and were not present on site on or about May 16, 2009, at the time the Parenteral Therapy was administered to I.M;

(dd) you designated another person to administer Parenteral Therapy to patient E.M. and were not present on site on or about May 16, 2009, at the time the Parenteral Therapy was administered to E.M;

(ee) you designated another person to administer Parenteral Therapy to patient A.Z. and were not present on site on or about May 15, 2009, at the time the Parenteral Therapy was administered to A.Z;

(ff) you designated another person to administer Parenteral Therapy to patient M.A. and were not present on site on or about May 20, 2009, at the time the Parenteral Therapy was administered to M.A;

(gg) you designated another person to administer Parenteral Therapy to patient I.K. and were not present on site on or about May 20, 2009, at the time the Parenteral Therapy was administered to I.K.;

(hh) you designated another person to administer Parenteral Therapy to patient I.K.2. and were not present on site on or about May 20, 2009, at the time the Parenteral Therapy was administered to I.K.2.;

(ii) you designated another person to administer Parenteral Therapy to patient O.K. and were not present on site on or about May 20, 2009, at the time the Parenteral Therapy was administered to O.K;

(jj) withdrawn;

(kk) withdrawn;

(ll) withdrawn;

(mm) withdrawn;

(nn) withdrawn;

(oo) withdrawn;

(pp) withdrawn;

(qq) withdrawn;

(rr) withdrawn;

(ss) withdrawn;

(tt) withdrawn;

(uu) withdrawn;

(vv) withdrawn.

3. You have committed an act of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(r) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that, you committed conduct or an act relevant to the practice of naturopathic medicine that, having regard to all the circumstances, would reasonably be regarded by naturopathic doctors as unprofessional or incompetent and, in particular:

(a) you issued invoices to patients between approximately April 9, 2009 and June 11, 2009, which describes the treatment and services provided to the patients as "naturopathic visits" and/or "acupuncture visits", instead of specifying the treatments and services actually provided;

(b) you recorded in patient records and/or other documents that you assessed and/or provided treatment to patients on May 20, 2009 when, in fact, that was not the case;

(c) between approximately April 18, 2009 and June 11, 2009 you failed to issue itemized receipts to patients for each visit where naturopathic services were provided and, instead, issued invoices in relation to multiple naturopathic and/or acupuncture visits;

(d) between approximately May 15, 2009 and May 20, 2009 you delegated to G.M. and/or other members of your staff, the administration of Parenteral Therapy to patients and were not present on site at the time the Parenteral Therapy was administered to the patients; and/or

(e) withdrawn.

Notice of Hearing #2, March 5, 2014:

1. You have committed an act or acts of professional misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as definedin paragraph 2(a) of the definition of Professional Misconduct/Incompetence established by the Board of Directors Drugless Therapy-Naturopathy in that, you failed to maintain adequate records in accordance with Board policy and, in particular:

   (a) in or about 2009 you failed to keep and retain an appointment book for the requisite period of time; and/or

   (b) in or about 2009 your records in relation to patients: M.D., A.Z., E.M., R.A., I.M., I.K., A.I., O.K., and/or M.A. were incomplete, inaccurate and/or contained insufficient information, including in relation to patient history, physical examination, diagnosis, pre-treatment lab tests, treatment details and/or reassessment.

2. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(w) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy ("the Board") in that, in or about 2009 you contravened standards of practice or guidelines of practice set by the Board, and, in particular, you contravened the Board's Parenteral Therapy Policy when:

   (a) you offered and/or administered parenteral therapies and other substances not approved by the Board including: Adrenal Cortex Extract, Nicotinamide Adenine Dimcleotide, 2% Procaine, DMSO, Glucosamine Sulphate, Methyl Sulfonyl Methane (MSM), Hyaluronic Acid, Elastin and/or Cerebrolysin;

   (b) you failed to perform and/or document an assessment or to perform and/or document an adequate assessment on patient AZ prior to the commencement of parenteral therapy;

   (c) you failed to obtain and/or document informed consent prior to administering parenteral therapy to patients S.P., M.P., R.A., M.A., I.K.2, I.K., O.K., R.A.2, M.D., A.I, I.M., E.M., and/or A.Z.; and/or

(d) withdrawn.

3. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(r) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy ("the Board") in that, you engaged in conduct or an act relevant to the practice of naturopathic medicine that, having regard to all the circumstances, would reasonably be regarded by naturopathic doctors as unprofessional or incompetent when, in or about 2009:

(a) withdrawn;

(b) you failed to keep and retain an appointment book for the requisite period of time;

(c) your patient records were incomplete, inaccurate and/or contained insufficient information;

(d) you offered and/or administered parenteral therapies and other substances not approved by the Board;

(e) you failed to obtain and/or document informed consent prior to administering parenteral therapy;

(f) you failed to perform and/or document an assessment or to perform and/or document an adequate assessment on patients prior to the commencement of parenteral therapy; and/or

(g) withdrawn.

Notice of Hearing #3, March 5, 2014:

1. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(i) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that, you issued an account or similar document that is false, misleading, incomplete or otherwise improper and in particular:

(a) you provided an invoice(s) to A.A. for approximately twenty physiotherapy reassessments/sessions provided by physiotherapist Alejandra Rodriguez between approximately October 6, 2009 and December 22, 2009, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(b) you provided an invoice to A.A. dated March 2, 2010 for eleven physiotherapy reassessments/sessions provided by physiotherapist A.R. between January 3, 2010 and February 15, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(c) you provided an invoice to A.A. dated April 15, 2010 for eleven physiotherapy assessments/sessions provided by physiotherapist A.R. between February 18, 2010 and April 10, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that thee invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(d) you provided an invoice to A.A. dated June 3, 2010 for ten physiotherapy assessments/sessions provided by physiotherapist L.W. between April 4, 2010 and June 2, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(e) you provided an invoice to A.A. dated August 31, 2010 for ten physiotherapy assessments/sessions provided by physiotherapist L.W. between June 7, 2010 and July 25, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(f) you provided an invoice to A.A. dated November 29, 2010 for nine physiotherapy assessments/sessions provided by physiotherapist L.W. between October 12, 2010 and November 23, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(g) you provided an invoice(s) to C.V. for approximately twenty physiotherapy reassessments/sessions provided by physiotherapist A.R. between approximately October 5, 2009 and December 22, 2009, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(h) you provided an invoice to C.V. dated March 2, 2010 for eleven physiotherapy assessments/sessions provided by physiotherapist A.R. between January 4, 2010 and February 13, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices

would be submitted to an insurance company for reimbursement/partial reimbursement;

(i) you provided an invoice to C.V. dated April 15, 2010 for eleven physiotherapy assessments/sessions provided by physiotherapist A.R. between February 16, 2010 and April 8, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(j) you provided an invoice to C.V. dated August 1, 2010 for ten physiotherapy reassessments/sessions provided by physiotherapist L.W. between June 10, 2010 and July 28, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(k) you provided an invoice to I.M. dated November 29, 2010 for seven physiotherapy assessments/sessions provided by physiotherapist L.W. between September 11, 2010 and November 13, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(l) you provided an invoice to O.M. dated November 30, 2010 for nine chiropractic assessments/treatments provided by chiropractor U.P. between September 4, 2010 and November 20, 2010, in circumstances where you knew or ought to have known that such assessments/sessions were never provided and/or that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(m) you completed, directed your staff to complete or assisted A.A. in completing a Healthcare Expense Statement dated on or around January 2010 for the purpose of claiming reimbursements/partial reimbursements for physiotherapy services from Great West Life insurance company, which you knew or ought to have known contained false or misleading information;

(n) you completed, directed your staff to complete or assisted A.A. in completing a Healthcare Expense Statement dated April 10, 2010 for the purpose of claiming reimbursements/partial reimbursements for physiotherapy services from Great West Life insurance company, which you knew or ought to have known contained false or misleading information;

(o) you completed, directed your staff to complete or assisted A.A. in completing a Healthcare Expense Statement dated September 11, 2010 for the purpose of

claiming reimbursements/partial reimbursements for physiotherapy services from Great West Life insurance company, which you knew or ought to have known contained false or misleading information; and/or

(p) you completed, directed your staff to complete or assisted A.A. in completing a Healthcare Expense Statement dated December 17, 2010 for the purpose of claiming reimbursements/partial reimbursements for physiotherapy services from Great West Life insurance company, which you knew or ought to have known contained false or misleading information.

2. You have committed an act or acts of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(l) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that, you charged a fee for services not performed and, in particular:

(a) Between approximately November 2009 and September 2010 you received fees from A.A. and/or C V. for services not performed; and/or

(b) between approximately October 2010 and March 2011 you received fees from I. and/or O.M. for services not performed.

3. Withdrawn.

4. Withdrawn.

5. You have committed an act of misconduct as provided by subsection 30(1) of Ontario Regulation 278, R.R.O. 1990, as amended, and as defined in paragraph 2(r) of the definition of Professional Misconduct/Incompetence established by the Board of Drugless Therapy-Naturopathy in that, you committed conduct or an act relevant to the practice of naturopathic medicine that, having regard to all the circumstances, would reasonably be regarded by naturopathic doctors as unprofessional or incompetent and, in particular:

(a) between approximately October 2009 and December 2010 you provided invoices to A.A., C.V., I.M. and/or O.M. for services that you knew or ought to have known had not been provided and/or in circumstances where you knew or ought to have known that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(b) between approximately January and December 2010, you completed, directed your staff to complete or assisted A.A. in completing a Healthcare Expense Statements for the purpose of claiming reimbursements/partial reimbursements

for physiotherapy services from Great West Life insurance company, which you knew or ought to have known contained false or misleading information;

(c) between approximately November 2009 and September 2010 you received fees from A.A. and/or C.V. for services not performed;

(d) between approximately October 2010 and March 2011 you received fees from I.M. and/or O.M. for services not performed;

(e) withdrawn;

(f) withdrawn;

(g) withdrawn;

(h) you counselled A.A., C.V., I.M. and/or O.M. to provide false, misleading and/ or incomplete information to the Great West Life insurance company in response to the insurance company's requests for confirmation of physiotherapy/chiropractic services listed on receipts you provided them.

Registrant's Plea

The Registrant admitted to the following allegations, as refined in the Agreed Statement of Facts (discussed below):

Notice of Hearing #1: Allegations - 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j, 1k, 1l, 1m, 1n, 1o, 1p, 1q, 1r, 1s, 1t, 1u, 1v, 1w, 1x, 1y, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2i, 2l, 2m, 2n, 2o, 2p, 2q, 2r,2s, 2v, 2w, 2x, 2y, 2z, 2aa, 2bb, 2cc, 2dd, 2ee, 2ff, 2gg, 2hh, 2ii, 3a, 3b, 3c, and 3d.

Notice of Hearing #2: Allegations 1a, 1b, 2a, 2b, 2c, 3b, 3c, 3d, 3e, and 3f.

Notice of Hearing #3: Allegations 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i, 1j, 1k, 1l, 1m, 1n, 1o, 1p, 2a, 2b, 5a, 5b, 5c, 5d and 5h.

The panel also conducted an oral plea inquiry and was satisfied that the Registrant's admission was voluntary, informed and unequivocal.

On consent, the parties sought a withdrawal of the remaining allegations, which the panel allowed.

Agreed Statement of Facts

Counsel for the Board and the Registrant advised the panel that agreement had been reached on the facts and introduced an Agreed Statement of Facts, which provides as follows[i].

BACKGROUND

1. Leslie Ee, ND ("the Registrant") has been registered with the Board of Directors of Drugless Therapy - Naturopathy ("the Board") as an ND since March 17, 1998.

2. The Registrant currently practises naturopathic medicine out of the Timeless Health Clinic in Toronto.

3. At the time of the incidents described below, the Registrant was practising at Altmed Clinic in Toronto ("Altmed"), which he owned and operated.

The Complaints/Initiating Information

i. Complaint #1- File #10-004

4. On February 25, 2010, the Board received a complaint from the Great- West Life Assurance Company (GWL) regarding invoices it had received relating to naturopathic services provided by the Registrant.

5. Specifically, GWL noted that it had received invoices for naturopathic services purportedly provided by the Registrant on dates that he was out of the country.

6. GWL also expressed concern regarding the volume of naturopathic services that the Registrant had billed and took issue with his failure to itemize invoices.

ii. Complaint #2 – File #11-005

7. In the context of reviewing the information gathered during the investigation of Complaint #1, the Complaints Resolution Committee (CRC) forwarded materials to an External Reviewer for consideration.

8. On May 26, 2011, the Board received the External Reviewer's formal complaint against the Registrant. This second complaint raised concerns that had not been identified by GWL, but which arose in relation to information obtained from patient files and other sources during the CRC's investigation into the first complaint.

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[i]The Appendices referred to in the Agreed Statement of Facts have not been appended to these Decision and Reasons.

9. Specifically, the External Reviewer identified several areas in which the Registrant's practice was alleged to contravene various Board practice standards, policies and guidelines.

iii. Complaint #3 - File #12-005

10. On May 14, 2012 the Board received a further letter of complaint from GWL, alleging that the Registrant had knowingly issued fabricated physiotherapy and chiropractic receipts totalling $8,610 to two families with GWL health insurance coverage.

11. GWL lodged this complaint after learning that invoices being submitted for reimbursement were issued under the banner of clinics that did not exist.

12. After conducting an investigation into the matter, GWL concluded that the Registrant had been providing fabricated receipts to two families.

COMPLAINT #1 - The First GWL Complaint

13. On February 25, 2010, the Board received a complaint from Cheryl Franklin ("Ms. Franklin") an Investigation Review Specialist in the Detection and Prevention department at GWL.

14. In her complaint, Ms. Franklin expressed concern regarding various invoices submitted to GWL for payment of services purportedly provided by the Registrant at Altmed. Specifically, Ms. Franklin's letter included the following issues:

- GWL clients had submitted invoices in the Registrant's name for Parenteral Therapy (PT) performed at times when the Registrant was out of the country; and

- At least some of the Registrant's patients were not provided with itemized receipts, but rather, one invoice listing several visits.

15. With respect to the first area of concern, Ms. Franklin suggested that the Registrant's conduct was problematic in two respects: both relating to the fact that PT was being performed by non-NDs.

16. Ms. Franklin's first concern was that the Registrant was absent from the office during PT administrations, contrary to the Board's policy. Her second concern was that the Registrant's invoices were misleading insofar as they suggested that the Registrant himself administered the PT treatments.

17. Ms. Franklin, on behalf of GWL, stated the following:

> *We believe the invoices to be misleading as they suggest that the treatments were provided by [the Registrant] but in fact, as mentioned above, [the Registrant] was out of the office on the dates the treatments*

were provided and the treatments were actually provided by a medical technician.

18. With respect to the second area of concern, Ms. Franklin again pointed to two problems: first, patients had been provided with one invoice for several visits rather than one invoice per visit. Second, the invoices were not itemized in terms of specifying the treatments performed and, instead, simply described each charge as a "naturopathic visit".

19. To support her letter of complaint, Ms. Franklin enclosed various documentation she had gathered during GWL's investigation into their concerns.

The GWL Investigation

20. On June 17, 2009, Ms. Franklin wrote to the Registrant to advise him that they were updating their database and requested various information in relation to Altmed and its staff, including:

- the name and credentials of all staff;
- their schedule;
- the name of Altmed's owners; and
- Altmed's fee schedule.

21. On August 27, 2009, the Registrant faxed Ms. Franklin a price list for Altmed's products and services. On September 18, 2009, the Registrant provided a further response to Ms. Franklin's letter, also by fax. A copy of the exchange between Ms. Franklin and the Registrant is attached as Appendix "A".

22. As part of its investigation, GWL also contacted the Registrant to ask for written confirmation of treatments that he had purportedly provided between May 15 and 20, 2009, dates that GWL was aware the Registrant had been out of the country.

23. GWL included with its letter of complaint, copies of the Registrant's replies, albeit in redacted form, such that the name and identifying information for the patients was not available to the Board. The documents provided by GWL did, however, include invoice numbers.

The CRC's Investigation

(i) The Registrant's Absence - May 15 to 20, 2009

24. During the CRC's investigation, the Registrant confirmed that he had been out of the country from May 15 to 20, 2009. Specifically, the Registrant's flight left Toronto late in the evening of May 14, 2009 and returned early in the morning of May 21, 2009, thus making it impossible that the Registrant was at Altmed from May 15 to 20, 2009.

(ii) Patient Files - Generally

25. On June 30, 2010, the Investigator attended Altmed to advise him of the complaint and to obtain copies of the patient files that corresponded to the invoice numbers contained in the GWL documentation.

26. Ultimately, between June 30 and July 21, 2010, the Registrant provided the Investigator with files for the following twenty patients.

R.A.	S.R.
R.A.2.	S.P,
A.B.	M.P.
D.B.	E.M.
O.B.	O.F.
E.B.	T.F.
M.D.	I.M.
A.Z.	I.K.
A.I.	O.K.
A.I.2.	M.A.

27. Several of the patient files included copies of the audit questionnaires that had been sent to the Registrant, by GWL, asking him to confirm the dates that he had provided treatments to the patients and the reasons for their visits. All of the patient files also contained copies of the Invoices issued by the Registrant. Copies of the patient files provided by the Registrant are attached as Appendix "B".

(iii) Patient Files – May 15-20, 2009 Treatments

28. According to the information contained in the patient files, PT treatments were administered to the following patients on the following dates:

Patient	**Treatment**	**Date**	**Alleg**
R.A.2.	½ Meyers Therapy	May 16/09 May 19/09	2(x) 2(y)
M.D.	IV Skin mesotharapy	May 15/09	2(z)
A.I.	Anti-inflammatory drip	May 15/09 May 20/09	2(aa) 2(bb)
I.M.	Myers IV	May 16/09	2(cc)
E.M.	Myers IV	May 16/09	2(dd)
A.Z.	Anti-inflammatory IV	May 15/09	2(ee)
M.A.	IV GI drip	May 20/09	2(ff)
I.K.	Adrenal I.V. drip	May 20/09	2(gg)
I.K.2.	IV Treatment	May 20/09	2(hh)
O.K.	IV Treatment	May 20/09	2(ii)

29. In addition, the Registrant documented that he himself performed the following assessments/treatments on May 20, 2009 in either the GWL audit questionnaire, the patient's Treatment Record Sheet or the SOAP notes:

Patient	Treatment	Date (200	Document	Alleg
O.F.	Assessment	May20	SOAP	1(s)
T.F.	Assessment	May20	SOAP	1(t)
O.K.	Brain Enhancement Injection, IV therapy	May20	Treatment Record Sheet	1(u)
I.K.2.	IVtreatment	May20	GWL audit document (I.K.'s file)	1(v)
I.K.	IV Treatment	May 20	GWL audit document; Treatment Record Sheet	1(w)
A.I.2	B12 injections	May 20	GWL audit document	1(x)
M.A.	IV GI drip	May 20	Treatment Record Sheet	1(y)

iv. *Patient Files – Naturopathic Consultations*

30. The information contained in the patient charts, when compared to the invoices issued by the Registrant for the corresponding dates, shows that treatments described on the invoices as "naturopathic visit" often included IV therapy and/or injections.

31. For example, the Treatment Record Sheets for the following patients list injections and/or IV therapies, even though the Registrant's invoice simply describes their treatment as a "naturopathic visit" of a specified duration (e.g., ¼ hour, ¾ hour, 1 hour, etc.)

Patient	**Alleg**	**Invoice # and date**	**# of visits and dates**	**Invoice Description**	**Therapies listed on Treatment Record**

R.A.	1(a) 2(a)	09053077 May 30/09 (in R.A.2's file)	12 visits from 23/04/09 to 30/05/09	Naturopathic visit (1/4 hour)	B12 IM Cutis IM
A.B.	1(b) 2(b)	09053074 May 30/09	10 visits from 01/05/09 to 30/05/09	Naturopathic visit (1/4 hour)	B12
M.D.	1(c) 2(c)	09060171 June 1/09	5 visits from 09/05/09 to 01/06/09	Naturopathic visit (1 hour)	IM Mesotherapy IV Mesotherapy
A.I	1(d) 2(d)	090600360 June 3/09	6 visits from 16/04/09 to 03/06/09	Naturopathic visit (3/4 hour or 1 hour)	Anti-inflam drip
A.Z.	1(e) 2(e)	09061803 June 18/09	5 visits from 15/05/09 to 18/06/09	Naturopathic visit (1 hour)	Migraine IV drip Anti-inflam IV Drip
D.B.	1(f) 2(f)	09053075 May 30/09	10 visits from 01/05/09 to30/05/09	Naturopathic visit (1/4 hour)	B12 Cutis IM
R.A.2.	1(g) 2(g)	09053076 May 30/09 (in R.A.'s file)	12 visits from 23/04/09 to 30/05/09	Naturopathic visit (1/4 hour)	½ Myers IV
S.P.	1(h) 2(i)	09051148 May 11/09	10 visits from 01/04/09 to 11/05/09	Acupuncture visit (1/2 hour)	IV drip arthritis
M.P.	1(j)	09051149 May 11/09	9 visits from 10/04/09 to 11/05/09.	Acupuncture visit (1/2 or ¾ hour)	Anti-inflam IV Drip
E.M.	1(k) 2(n)	09060872 June 8/09	8 visits from 02/05/09 to 08/06/09	Naturopathic visit (3/4 hour or 1 hour)	Myers IV
I.M.	1(I) 2(o)	09060873 June 8, 2009	8 visits from 02/05/09 to08/06/09	Naturopathic visit (3/4 hour)	Myers IV
I.K.	1(m) 2(p)	09052778 May 27/09	5 visits from 03/05/09 to 27/05/09	Naturopathic visit (1 hour)	Adrenal IV Drip
O.K.	1(n) 2(q)	09052076 May 20/09	2 visits from 14/05/09 to 20/05/09	Naturopathic visit (1.5 hours or 1 hour)	Brain Enhance IV
A.I.2	1(p) 2(s) 1(o) 2(r)	09041847 April 18/09 09052739 May 27/09	10 visits from 04/03/09 to 18/04/09 10 visits from 22/04/09 to	Naturopathic visit (1/4 hour) Naturopathic visit (1/4 hour)	B12 B12

			27/05/09		
O.B.	1(q) 2(v)	09060677 June 6/09	10 visits from 08/05/09 to 06/06/09	Naturopathic visit (1/4 hour)	Neural Guna subcutaneous injections
J.B.	1(r) 2(w)	09060676 June 6/09	10 visits from 08/05/09 to 06/06/09	Naturopathic visit (1/4 hour)	B12 IM injection

32. Each of the above-noted invoices also relate to multiple visits.

The Board's Standards, Policies and Guidelines

i. Parenteral Therapy Policy ("PT Policy")

33. The Board's PT Policy in place at the time of the conduct described above, specifically required an ND who designates any portion of a PT procedure or treatment to another individual to remain on-site during the entire procedure.

> *If a naturopathic doctor designates another person to perform any portion of the procedure,* the naturopathic doctor must be present on site during the entire procedure.

ii. *Record Keeping*

34. The Board's Record Keeping Procedures for Use by All Registrants ("the Record Keeping Policy") in place at the time of the conduct described above, sets out the expectation that patients receive an itemized receipt for each visit.

> *Each patient shall be given an itemized receipt <u>for each visit</u> where naturopathic services were provided. Such a receipt shall include all services related to naturopathic treatments, as well as the practitioner's name and registration number. (Emphasis added).*

Admissions in Relation to Complaint #1

35. The Registrant acknowledges that some insurance companies reimburse patients for naturopathic consultations but not for PT treatments and/or injections.

36. The Registrant admits that he committed an act or acts of misconduct as set out in subparagraphs 1(a) to 1(h) and 1(j) to 1(r) of the Notice of Hearing (file #10-004) when he issued invoices that were misleading because they described the treatments and services provided to patients as "naturopathic visits", instead of specifying the treatments and services actually provided, such as PT treatments and/or injections.

37. The Registrant admits that he committed an act or acts of misconduct as set out in subparagraphs 1(s) to 1(y) of the Notice of Hearing (file #10-004) when he issued

documents that were false and, in particular, he completed documentation requested by GWL to state that he assessed and/or provided treatment to patients on May 20, 2009 when, in fact, that was not the case.

38. The Registrant admits that he committed an act or acts of misconduct as set out in subparagraphs 2 (a) to 2(g), 2(i), 2(1), 2(m) to 2(s) and 2(v) to (w) of the Notice of Hearing (file #10-004) when he contravened the Board's Record Keeping Policy by failing to issue itemized receipts to patients for each naturopathic visit and, instead, issued receipts in relation to multiple visits;

39. The Registrant admits that he committed an act or acts of misconduct as set out in subparagraphs 2(x) to (ii) of the Notice of Hearing (file #10-004) when he contravened the Board's PT Policy by delegating to Altmed staff members the administration of parenteral therapy to patients on May 15, 16, 19 and 20, 2009, when he was out of the country and, therefore, not on site during the administrations.

40. The Registrant admits that he engaged in conduct that, in the circumstances described above, would reasonably be regarded by naturopathic doctors as unprofessional as set out in paragraphs 3(a), 3(b), 3(c) and 3(d) of the Notice of Hearing (file #10-004) when he:

    (a) issued invoices that describe the treatments and services he provided to patients as "naturopathic visits", instead of specifying the treatments and services actually provided, such as PT treatments and/or injections;

    (b) recorded on GWL audit questionnaires that he himself provided treatment to patients on May 20, 2009 when, in fact, that was not the case;

    (c) issued invoices listing multiple naturopathic visits; and/or

    (d) delegated to Altmed staff members, the administration of PT treatments to patients while he was out of the county.

COMPLAINT #2

41. Based on the documents and other information obtained by the CRC as part of its investigation into complaint #1, additional concerns outside the "four corners" of the original complaint were identified regarding the Registrant's practice.

42. These concerns then became the subject a second, formal complaint against the Registrant, which was filed with the Board on May 26, 2011 and subsequently investigated by the CRC.

43. This second complaint alleged that the Registrant had contravened various Board standards, policies and guidelines in relation to:

- maintaining records
- consent
- offering or administering substances not approved for PT
- assessments

Information Obtained During CRC's Investigation into Complaint #1

(i) Information from the Registrant

44. In January 2011, the Registrant was specifically asked to provide a copy of his patient schedule for the week of May 15 to 20, 2009.

45. In response, the Registrant confirmed that the clinic only keeps paper copies of such schedules and the one relevant to this time frame had already been destroyed.

46. As part of GWL's investigation, the Registrant was also asked to provide "a fee schedule for services provided".

47. In response, the Registrant faxed a document entitled "Prices for Services and Products" to GWL on August 27, 2009. A copy of the price list is included with the documents attached as Appendix "A".

48. Included on the Altmed price list were the following treatments under the heading "IV injections":

- Hydrogen peroxide drip
- Hydrogen peroxide and Myers
- EDTA Chelation Therapy
- DMPS Chelation Therapy

49. During her June 30, 2010 visit, the Investigator obtained a more fulsome list of the intravenous treatments being offered by Altmed. A copy of the list is attached as Appendix "C".

50. Included on the list are DMPS Chelation, EDTA Chelation and Hydrogen Peroxide Intravenous and Inhalation Therapies as well as treatments containing components and admixtures not approved by the Board, including:

- GI therapy (contains DMSO, 2% Procaine);
- Anti-inflammatory and Arthritis drips (contain DMSO, 2% Procaine, Glucosamine Sulphate);
- Adrenal Support Drip (contains Adrenal Cortex Extract, Nicotinamide Adenine Dimcleotide);

- Arthritis therapy (contains Methyl Sulfonyl Methane (MSM), Hyaluronic Acid); and
- Anti-aging therapy (contains Cerebrolysin).

51. When he was specifically questioned by the Investigator about intravenous therapies being offered at Altmed, which were not approved by the Board, the Registrant indicated that he would not promote or recommend chelation therapy or hydrogen peroxide therapy, but that he would provide these treatments to patients who had already received them at another clinic and specifically requested them.

52. On September 26, 2011 and January 5, 2012, the Registrant provided the CRC with additional documents. According to the Registrant, these documents were stored electronically and, thus, missed and not included with the original patient charts he provided the Investigator in June and July of 2010. Copies of these documents are attached as Appendix "D".

(ii) Information from the Patient Charts

53. For patients who received PT treatments, several of their charts did not include details of these therapies (e.g., rate, time, vitals, etc.) save for brief references indicating where the treatment was administered (e.g., R shoulder). The patient files are attached as Appendix "B".

54. For example, there are either no details, missing details or inaccurate information for the PT treatments administered to M.D., A.Z., E.M., R.A., I.M., I.K., A.I., O.K., and/or M.A. .

55. In addition, there is no assessment documented for patient A.Z. prior to the commencement of his first PT treatment on May 15, 2009. Indeed, this was the first time that this patient attended Altmed and, as this was during the Registrant's absence from the country, it is clear that no assessment was conducted.

56. There is no written consent for PT in any of the files for patients who received PT treatments.

The Board's Standards, Policies and Guidelines

(i) PT Policy

57. The Board's PT Policy in place at the time of the conduct described above, very clearly stipulates that "the use of substances not included in this list is **not** permitted"(emphasis in the original).

58. The following substances are not found on the list of approved substances in the Board's PT Policy:

- Dimethyl Sulfoxide (DMSO)

- 2 % Procaine
- Glucosomine Sulphate
- Adrenal Cortex Extract
- Nicotinamide Adenine Dimcleotide
- Methyl Sulfonyl Methane (MSM)
- Hyaluronic Acid
- Cerebrolysin

59. In addition, the "Note" on page 2 of the PT Policy specifically identifies chelation therapy using hydrogen peroxide as outside of the scope of practice for NDs practicing in Ontario:

> *The Board has not approved the use of ozone therapy, chelation therapy using EDTA, DMSO or DMPS, hydrogen peroxide, ultra violet, or neural therapy for Registrants in Ontario.*

60. The PT Policy also specifically requires NDs to obtain written consent before PT treatments are performed.

(ii) *Record Keeping*

61. The Board's Record Keeping Policy in place at the time of the conduct described above, sets out the expectation that appointment books be retained for seven years.

> *An appointment book, electronic or written, must be kept and retained for a period of at least seven (7) years, which clearly and legibly identifies the date, patient name and type of service scheduled.*

Admissions in Relation to Complaint #2

62. The Registrant acknowledges that the charts for all patients receiving PT treatment should have included complete and accurate information regarding the administration, including the date of the treatment, the substance administered, the start and end time of the treatment, the osmolarity, the injection site and the patient's blood pressure before and after the treatment.

63. The Registrant admits that he committed an act or acts of misconduct as set out in paragraph 1(a) of the Notice of Hearing (#11-005) when he failed to retain his appointment book for seven years, as required by the Board.

64. The Registrant admits that he committed an act or acts of misconduct as set out in paragraph 1(b) of the Notice of Hearing (#11-005) when he contravened the Board's Record Keeping Policy in place at the time by failing to maintain complete, accurate and/or adequate records, as described in paragraph 54.

65. The Registrant admits that he committed an act or acts of misconduct as set out in paragraph 2(a) of the Notice of Hearing (#11-005) when, in or about 2009, he contravened the Board's Parenteral Therapy Policy in place at the time by offering and/or administering parenteral therapies and other substances not approved by the Board.

66. The Registrant admits that he committed an act or acts of misconduct as set out in paragraph 2(b) of the Notice of Hearing (#11-005) when, in or about 2009, he contravened the Board's Parenteral Therapy Policy in place at the time by failing to perform a patient assessment prior to the commencement of PT treatments, as described in paragraph 55.

67. The Registrant admits that he committed an act or acts of misconduct as set out in paragraph 2(c) of the Notice of Hearing (#11-005) when, in or about 2009, he contravened the Board's Parenteral Therapy Policy in place at the time by failing to obtain and/or document informed consent prior to administering PT treatments to S.P., M.P., M.A., I.K.2., I.K., O.K., R.A.2., M.D., A.I., I.M., E.M., and/or A.Z.

68. The Registrant admits that he engaged in conduct that, in the circumstances described above, would reasonably be regarded by naturopathic doctors as unprofessional as set out in paragraphs 3 (b) to 3 (f) of the Notice of Hearing (#11-005) when he:

    (a) Failed to keep and retain an appointment book for the requisite period of time;

    (b) kept patient records that were incomplete, inaccurate and/or contained insufficient information;

    (c) offered and/or administered parenteral therapies and other substances not approved by the Board;

    (d) failed to obtain and/or document informed consent prior to administering parenteral therapy; and/or

    (e) failed to perform an assessment on patient A.Z. prior to the commencement of PT treatment.

COMPLAINT #3 -The Second GWL Complaint

69. On May 14, 2012, the Board received a further complaint regarding the Registrant from GWL. This complaint was submitted by Garry Schmidt ("Mr. Schmidt"), Associate Manager, Special Investigations at GWL.

70. In his complaint, Mr. Schmidt alleged that the Registrant had provided fabricated receipts in the amount of $8,610 to two families with GWL insurance coverage.

71. This resulted in the two families receiving payments of almost $7,600 from GWL.

72. In support of his complaint, Mr. Schmidt submitted various documents and other information gathered by GWL during their investigation into the matter.

73. Mr. Schmidt also indicated that a copy of his investigation report had been forwarded to the Toronto Police Service as a criminal complaint.

The GWL Investigation

74. As part of its ongoing efforts to prevent insurance fraud, GWL routinely conducts audits of insurance claims submitted by its policy-holders.

75. Through such efforts, GWL concluded that "Green Physio Care", a Toronto clinic identified on various invoices submitted to GWL for reimbursement was fictitious, as no such clinic existed.

76. This led GWL to send audit letters to various plan members, including A.A. ("Ms. A"), who had submitted claims to GWL supported by invoices from Green Physio Care. Through the audit letters, plan members like Ms. A were asked to confirm that they had received the services listed on the submitted invoices.

77. GWL also contacted the healthcare providers identified on the invoices to confirm whether they had provided the listed treatments.

The A.A./C.V. Claims

78. Both Ms. A and her spouse, C.V. ("Mr. V"), were eligible for healthcare benefits from GWL through Ms. A's coverage with the Group Health Benefit plan of her employer.

79. Between February 10, 2010 and December 17, 2010, Ms. A submitted four Healthcare Expense Statements to GWL for healthcare services relating to her and Mr. V, together with the supporting invoices. Several of the invoices were issued under the banner of a clinic identified as Green Physio Care. The claims were as follows:

Date of Claim	Date of Service	Alleg	Ind.	Treatments Claimed	Amount of Claim	Healthcare provider/clinic	Date/Amount Reimbursed by GWL
Feb 11/10	Not known	1(a)	A.A.	22 physio sessions Oct 6- Dec 23/09	20 @ $60 = $1,200	A.R. Sunrise Physio	See next line
	Not known	1(g)	C.V.	20 physio sessions Oct 5- Dec 22/09	20 @ $60 = $1,200	A.R. Sunrise Physio	Feb 12/10 $1,200

April 20/10	Mar 2 Apr 15 2010	1(b) 1(c)	A.A.	22 physio sessions Jan 3- Apr 10/10	20@ $60 + 2@ $70 = $1,340	A.R. Green Physio Care	See next line
	Mar 2 April15 2010	1(h) 1(i)	C.V.	22 physio sessions Jan 4 - April 8/10	20@ $60 + 2@ $70 = $1,340	A.R. Green Physio Care	Apr 28/10 $2,660
Sep 11/10	June 3 Aug 31 2010	1(d) 1(e)	A.A.	20 physio sessions Apr 4 - July 25/10	20@ $60 = $1,200	L.W. Green Physio Care	See next line
	Aug 1 2010	1(j)	C.V.	10 physio sessions Jun 10- Ju1y 28/10	10@ $60 = $600	L.W. Green Physio Care	Sept 24/10 $1,140
Dec 17/10	Nov 29/2011	1(f)	A.A.	9 physio sessions Oct 12 – Nov 23/10	8 @ $60 = 1 @ $120 = $600	L.W. Green Physio Care	Dec 31/10 $420
				Total Claimed	**$7,480**	**Total Reimbursed**	**$6,630**

Copies of these invoices are attached as Appendix "E".

80. On December 20, 2011 GWL sent an audit letter to Ms. A regarding the above-noted claims.

81. Ms. A completed the audit letter on January 6, 2012, in which she advised GWL of the following (a copy of Ms. A's response is attached as Appendix "F"):

- she has never been treated by L.W. or A.R.
- treatment was provided at Altmed by various staff members
- the Registrant has provided her with the April 20, September 11 and December 17, 2010 invoices
- the Registrant had completed the claim detail information

82. In the audit letter Ms. A was specifically advised that physiotherapist L.W. had told GWL he never worked at Green Physio Care. Ms. A. was asked to explain how his name appeared on invoices indicating he had provided her with physiotherapy treatments.

83. In response, Ms. A stated "Dr. Ee office must have provided that information" [sic].

84. On January 20, 2012, GWL received written confirmation from L.W., in the form of an email, indicating that he had never been associated with Green Physio Care and had never treated either Ms. A or Mr. V.

85. On January 25, 2012, Mr. Schmidt met with Ms. A and Mr. V, at which time they provided him with a written statement, which included the following information:

- They had been receiving physiotherapy from staff at Altmed from the fall of 2009 to the fall of 2010, which they paid for on Mr. V's credit card. Mr. V provided Mr. Schmidt with a copy of his credit card statements showing two payments of $960 each to Altmed on December 22, 2009 and March 27, 2010.

- They understood that the staff were qualified physiotherapists.

- On one occasion, the Registrant assisted Ms. A filling out the GWL claim form and on other occasions, she simply left blank, signed forms for the Registrant to fill in.

- After receiving the GWL audit letter in January 2011, Mr. V attended Altmed to ask the Registrant about the questions in the letter.

- The Registrant admitted that the staff performing the physiotherapy treatments at Altmed were not qualified physiotherapists.

- The Registrant suggested that they tell GWL that they had received the receipts from the Registrant's friend after pre-paying for treatments that they had been too busy to obtain in 2010 but intended to use in 2011.

86. On April 25, 2012, A.R., the other physiotherapist listed on the invoices submitted by Ms. A, confirmed to GWL that she had never been associated with either Sunrise or Green Physio Care and also confirmed that she had never treated Ms. A or Mr. V.

87. Although the receipts created under A.R.'s name included a signature, A.R. was never asked whether the signature on the receipts issued to Ms. A and Mr. V was hers.

88. As a result of submitting the above invoices for physiotherapy services, Ms. A and Mr. V received $6,630 in compensation from GWL that they were not entitled to.

Mr. and Ms. M Claims

89. Both I.M. ("Ms. M") and her spouse, O.M. ("Mr. M"), were eligible for healthcare benefits through the Group Health Benefit plan of Ms. M's employer.

90. On January 20, 2011, Ms. M submitted a Healthcare Expense Statement with the supporting invoices to claim reimbursement for the following:

Date of Claim	Date of Service	Alleg	Ind	Treatment Claimed	Amount of Claim	Healthcare provider/clinic	Date/Amount Reimbursed By GWL
Jan20/11	Nov29 2010	1(k)	I.M.	7 physio sessions Sept11-Nov13/10	6@$80+1@$90=$570	L.W. ProCare	Feb1/11 $484.50
	Nov30 2010	1(l)	O.M.	9 chiro sessions Sept4-Nov20/10	8@$60+1@$80=$560	U.P. ProCare	Feb1/11 $476
				·Total Claimed	**$1,130**	**Total Reimbursed**	**$960.50**

Copies of these invoices are attached as Appendix "G".

91. Again, GWL became suspicious of these claims and, on December 21, 2011 contacted U.P., the chiropractor listed on the invoices made out to Mr. M.

92. During that conversation, U.P. advised GWL that she had never treated Mr. M.

93. GWL then sent audit letters to Ms. M on January 9, 2012, asking her to confirm she and Mr. M had received the treatments set out in their respective invoices.

94. In her written responses dated January 23, 2012, copies of which are attached as Appendix “H”, Ms. M stated the following:

- Neither she nor Mr. M had received any of the treatments described on the invoices, but that the treatments had been pre-paid so that the couple could obtain the services at a future date.

- They had received the receipts from a man named "Simon" the couple had met on vacation.

- Simon had advised the couple that he worked at "Pro Health" in Toronto and offered to provide them with receipts for pre-paid services when they told him they had been too busy to use their annual entitlement for physiotherapy and chiropractic services that year.

- When the couple returned from vacation, Ms. M met Simon and provided him with $1,130 in cash in exchange for the invoices after Simon assured her that the couple would have no problems collecting the treatments at a later date.

- When Ms. M subsequently tried to make an appointment for the pre-paid services, however, she realized that Pro Health did not exist and that she had been "tricked".

95. On February 6, 2012, GWL contacted Ms. M after receiving her response to the audit letter.

96. During that conversation, Ms. M admitted that her earlier statement to GWL had not been truthful in that there was no "Simon" and suggested that the Registrant had coached her with respect to the story as a way to address the situation.

97. Ms. M indicated that the Registrant was the couple's ND and that he had proposed the receipts as a manner for them get more coverage for naturopathic treatments. Ms. M also indicated that she had, in fact, paid the Registrant for the treatments.

98. Ms. M was asked to put the truthful version of what had occurred in writing and to send it to GWL.

99. In her follow-up letter to GWL, Ms. M reverted back to the information set out in her January 23, 2012 letter, "except that [the Registrant] had offered me to prepay for the treatments we didn't have time to go to that year and provided invoices for Pro Care Health". A copy of Ms. M's letter to GWL is attached as Appendix "I".

100. Ms. M also stated that the Registrant had been helping her and her husband to be in good health and indicated that when it was discovered that Pro Health didn't exist, the Registrant offered his services to the couple instead. According to Ms. M she didn't mention the Registrant in her first letter because she didn't want to damage his career and reputation.

101. On February 8, 2012, GWL sent L.W. a copy of the invoice submitted by Ms. M where he is described as the treatment provider.

102. In his reply email the following day, L.W. denied ever treating Ms. M or knowing of the physiotherapy clinic listed on the invoice.

103. On April17, 2012, GWL sent U.P. an email asking her to confirm, in writing, what she had told them during their earlier conversation in December; namely, that she had never treated Mr. M.

104. U.P. provided this confirmation in her reply email later that day.

105. On April 25, 2012, Mr. Schmidt met with Ms. M in person. At that time, she stated that the receipts were the Registrant's suggestion of a way to pre-pay for physiotherapy services for herself and her husband. This would allow the couple to submit a claim for services at a time when they were too busy to actually use them and would ensure that they did not lose their entitlement to physiotherapy benefits, which would otherwise expire if not used by the end of the year.

106. According to Ms. M, she paid $1,130 to the Registrant when he provided her with the invoices.

107. Ms. M told Mr. Schmidt that when she approached the Registrant after GWL started asking questions about the invoices, the Registrant offered to provide her and Mr. M with acupuncture treatments to compensate for the funds they had provided him for the pre-paid services.

108. Mr. and Mrs. M received the equivalent of $960 in acupuncture treatments from the Registrant.

109. As a result of submitting the above invoices for physiotherapy and chiropractic services, Mr. and Ms. M received $960 in compensation from GWL that they were not entitled to Ms. M admitted this to Mr. Schmidt and apologized for her actions, which she knew were wrong.

Interview with the Registrant

110. On April 25, 2012, Mr. Schmidt met with the Registrant at Altmed. During Mr. Schmidt's meeting with the Registrant, the Registrant stated the following:

- He has been an ND since 1998 and is also certified as an Acupuncturist.
- He provided naturopathic care and/or acupuncture to Mr. and Ms. M as well as Ms. A and Mr. V at Altmed.
- A.R., L.W., and U.P., have never worked at Altmed.
- He sold receipts to both couples for pre-paid services on behalf of a friend, A.W., who was educated as a Kinesiologist and who was supposed to be opening the ProCare clinic at a future date.
- A.W. provided the Registrant with the receipts to give to the couples.
- The Registrant personally received $1,130 from Ms. and Mr. M and $7,480 from Ms. A and Mr. V for the receipts for pre-paid services.
- When the Registrant learned that ProCare had not opened, he offered to provide and did provide Ms. and Mr. M with $960 in acupuncture treatments.
- The Registrant had set aside the funds he received from Ms. A and Mr. V with the intention of paying them back but had been unable to do so.
- With respect to Ms. A and Mr. V, the Registrant sent the claims to GWL on their behalf after Ms. A had signed the Healthcare Expense Statement. Neither Ms. A nor Mr. V ever saw the receipts being submitted to GWL in their names.

- The Registrant was unable to recall whether he had also submitted the receipts and claims for Ms. and Mr. M to GWL on their behalf or whether (they) had submitted the paperwork themselves.

The Police Involvement

111. After the Toronto Police received the information from Mr. Schmidt, the Registrant was advised that charges would not be laid against him if he paid restitution to GWL for the monies paid to Ms. A and Mr. V and Mr. and Ms. M.

112. On April 29, 2013, the Registrant paid restitution to GWL in the amount of $7,590.50.

113. The matter is now closed and no charges were laid against the Registrant.

The Registrant's Evidence

114. If the Registrant were to testify, he would say the following:

- He was unaware that ProHealth did not exist at the time he provided the receipts to the two families;
- Neither he nor his staff prepared any of the receipts given to Ms. A, Mr. V or Mr. and Ms. M: The invoices were provided to him from or on behalf of the third party treatment providers, to be handed to the patients upon receipt of payment for the purchase of pre-paid physiotherapy services;
- He never made any representations to suggest that he or his staff were physiotherapists, nor did he ever offer to provide physiotherapy services to Ms. A and Mr. V.
- He never allowed any of his staff at Altmed to perform physiotherapy services and neither Mr. V nor Ms. A ever received physiotherapy treatments at Altmed;
- He did not propose the receipts as a manner for Mr. and Ms. M to get more coverage for naturopathic treatments;
- He recognizes the handwritten signature on the receipts issued to Ms. A under the name of physiotherapist A.R. to be that of A.R. and, to the best of his knowledge, A.R. signed those receipts.

Admissions in Relation to Complaint #3

115. The Registrant admits that he committed an act or acts of misconduct as set out in paragraphs #1(a) to (l) of the Notice of Hearing (#12-005) in that, he provided the invoices and/or receipts to A.A., C.V., I.M., and O.M., in circumstances where he knew or ought to have known that the treatments described in these documents were

never provided and/or that these documents the invoices would be submitted to an insurance company for reimbursement/partial reimbursement.

116. The Registrant admits that he committed an act or acts of misconduct as set out in paragraphs #1(m) to (p) of the Notice of Hearing (#12-005) when he submitted insurance claims to GWL, on behalf of A.A., in circumstances where he knew or ought to have known that the treatments described in the invoices and/or receipts were never provided.

117. The Registrant admits that he committed an act or acts of misconduct as set out in paragraphs #2(a) and 2(b) of the Notice of Hearing (#12-005) when he received $7,480 from A.A. and C.V. and $1,130 from I.M. and O.M. for services that had not been performed.

118. The Registrant admits that he engaged in conduct that, in the circumstances described above, would reasonably be regarded by naturopathic doctors as unprofessional as set out in paragraphs 5(a) to (d) and 5(h) of the Notice of Hearing (file #12-005) when he:

(a) provided invoices to A.A., C.V., I.M., and O.M. for services that he knew had not been provided and in circumstances where he knew that the invoices would be submitted to an insurance company for reimbursement/partial reimbursement;

(b) completed, assisted A.A. to complete and/or directed his staff to complete Healthcare Expense Statements in circumstances where he knew or ought to have known that the treatments described in the invoices and/or receipts was never provided;

(c) received over $8,600 in fees for services not performed; and

(d) counselled A.A. and I.M. to provide false, misleading or incomplete information to GWL in response to requests for confirmation of physiotherapy/chiropractic services listed on the receipts he provided them.

Decision

The panel finds that the Registrant committed acts of professional misconduct as alleged in:

Notice of Hearing #1: 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j, 1k, 1l, 1m, 1n, 1o, 1p, 1q, 1r, 1s, 1t, 1u, 1v, 1w, 1x, 1y, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2i, 2l, 2m, 2n, 2o, 2p, 2q, 2r,2s, 2v, 2w, 2x, 2y, 2z, 2aa, 2bb, 2cc, 2dd, 2ee, 2ff, 2gg, 2hh, 2ii, 3a, 3b, 3c, and 3d.

Notice of Hearing #2: 1a, 1b, 2a, 2b, 2c, 3b, 3c, 3d, 3e, and 3f.

Notice of Hearing #3: Allegations 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i, 1j, 1k, 1l, 1m, 1n, 1o, 1p, 2a, 2b, 5a, 5b, 5c, 5d and 5h.

Reasons for Decision

The panel considered the Agreed Statement of Facts and the Registrant's plea and finds that the evidence presented supports findings of professional misconduct in the circumstances. The facts in this case support the allegations that Mr. Ee is guilty of professional misconduct under a number of headings. In particular he:

- issued documents that were false, misleading, incomplete or otherwise improper by failing to itemize receipts;
- contravened the standards of practice of the profession by designating another person to perform parenteral therapy and then failed to supervise that person;
- failed to maintain adequate records in accordance with Board standards including failure to maintain an appointment record and failure to maintain complete, accurate, sufficient records with respect to patient care;
- contravened the Board's Parenteral Therapy Policy by administering unapproved substances, failing to perform and/or document an assessment and failing to obtain and/or document informed consent for parenteral therapy;
- issued documents that were false, misleading, incomplete or otherwise improper by providing invoices for physiotherapy and chiropractic treatments that were never performed and completing Healthcare Expense Statements with false or misleading information;
- charged a fee for services not performed.

Penalty

Counsel for the Board and the Registrant advised the panel that a Joint Submission on Order and Costs had been agreed upon. The Joint Submission requests that this panel make an order as follows:

1. That the Registrant's certificate of registration be suspended for a period of twelve (12) months, with three (3) months of the suspension to be remitted if the Registrant successfully completes the remedial training specified in paragraphs 4, 5, and 6 of the Undertaking. The suspension shall commence on May 15, 2014 and run, uninterrupted, until February 14, 2015. If the balance of the suspension is required to be served by the Registrant because he fails to complete the remedial training specified in paragraphs 4, 5 and/or 6 of the Undertaking, the balance of the suspension shall commence on November 15, 2015 and run, uninterrupted, until February 14, 2016. Clarity note: the requirement to complete the remedial training specified in paragraphs 4, 5 and 6 of the Undertaking cannot be relieved by the Registrant serving the remitted portion of the suspension; and

2. That the Registrant shall pay to the Board, by certified cheque, the sum of $7500.00, representing partial reimbursement of the legal costs and expenses incurred by the Board in relation to this matter. The Registrant shall pay the first $3750 within three (3) months of the date of this Order and the second $3750 within nine (9) months of the date of this Order.

As mentioned in the proposed order, the parties advised the panel that Mr. Ee had agreed to an Undertaking with the Board whereby Mr. Ee would, among other things:

- receive an oral reprimand from the Hearing Panel at the end of the hearing;
- successfully complete the Probe Program on professional/problem based ethics for healthcare professionals;
- meet with an Expert in the practice of naturopathic medicine to review his understanding of Board publications, the impact of his conduct and strategies to prevent the conduct from recurring;
- participate in up to four random inspections of his practice and records; and
- advise the Board if any insurance company advises him of their intention not to honour claims submitted.

Penalty Submissions

Submissions were made by the Board's Counsel and the Registrant's Counsel

The parties agreed that the mitigating factors in this case were:

- this is Mr. Ee's first time before a disciplinary panel of the Board;
- the undertaking contains significant remedial activities to be completed at Mr. Ee's expense;
- Mr. Ee's admission to the above allegations is an expression of his remorse; and
- the admission removes the Board's onus to prove the allegations and saves the Board considerable resources because the hearing is not contested.

The aggravating factors in this case were:

- in total there were three complaints against this Registrant - two of them by an insurance company;
- Mr. Ee's admissions were under a number of heads of misconduct and span a large spectrum of wrongdoings;
- the role of third party insurance in this profession is significant and antagonizing insurers potentially risks the livelihood of other members of the profession;
- Mr. Ee demonstrated a blatant disregard for the Parenteral Therapy standard which was put in place to protect the public due to the inherent higher risk of this therapy; and
- Mr. Ee's behaviour was unethical and his acts were perpetrated repeatedly over a significant period of time.

The proposed penalty provides for general deterrence through:

- a significant suspension (twelve months) suspension which sends a strong message to the rest of the profession, the public and insurers that this behaviour is not to be tolerated;

- The $7500 reimbursement to the Board is also significant given Mr. Ee will be unable to practise for much of a year; and
- the publication of the details of the case.

The proposed penalty provides for specific deterrence through:

- Each of the general deterrents above will also be a specific deterrent, particularly having his name published with the details of the case. In addition, Mr. Ee has signed an undertaking with the Board which requires that he complete a number of remedial activities including three meetings with a practice Expert, attending a comprehensive course on ethics and boundaries in healthcare, and allowing four random inspections of his practice and records by the Board. He also agreed to receive an oral reprimand from the discipline panel which was delivered by the panel chair.

The proposed penalty provides for remediation and rehabilitation through:

- The undertaking Mr. Ee has agreed to which provides multiple avenues for remediation and rehabilitation. He has agreed to complete an approved IV Therapy course and successfully complete the Board's IV Therapy exam prior to performing or supervising IV Therapy. The Probe course which Mr. Ee has agreed to take focuses on professional ethics and boundaries in the healthcare setting with individualized attention paid to the specific needs of each attendee. Mr. Ee has agreed to meet with an Expert in naturopathic practice to review his understanding of Board publications, the impact of his conduct, and strategies to prevent similar conduct in the future. He has also agreed to random inspections of his practice and his patient and financial records. Mr. Ee has agreed to pay the fees incurred for these meetings.

Overall, the public is protected because Mr. Ee has admitted to his wrongdoings and agreed to an appropriate and significant penalty which includes remedial and rehabilitative activities to ensure his behaviour henceforth is appropriate and that he complies with all Board standards, policies and guidelines. Publication of the outcome of this hearing will send a strong message to other members of the profession, the public and in particular insurance companies that the Board takes this kind of behaviour very seriously.

Penalty Decision

The panel accepts the Joint Submission as to Order and accordingly orders:

1. That the Registrant's certificate of registration be suspended for a period of twelve (12) months, with three (3) months of the suspension to be remitted if the Registrant successfully completes the remedial training specified in paragraphs 4, 5, and 6 of the Undertaking. The suspension shall commence on May 15, 2014 and run, uninterrupted, until February 14, 2015. If the balance of the suspension is required to be served by the Registrant because he fails to complete the remedial training specified in paragraphs 4, 5 and/or 6 of the Undertaking, the balance of the suspension shall commence on November 15, 2015 and run, uninterrupted, until

February 14, 2016. Clarity note: the requirement to complete the remedial training specified in paragraphs 4, 5 and 6 of the Undertaking cannot be relieved by the Registrant serving the remitted portion of the suspension; and

2. That the Registrant shall pay to the Board, by certified cheque, the sum of $7500.00, representing partial reimbursement of the legal costs and expenses incurred by the Board in relation to this matter. The Registrant shall pay the first $3750 within three (3) months of the date of this Order and the second $3750 within nine (9) months of the date of this Order.

Reasons for Penalty Decision

The panel understands that the penalty ordered protects the public and enhances public confidence in the ability of the Board to regulate naturopathic doctors. This is achieved through a penalty that addresses specific deterrence, general deterrence and, where appropriate, rehabilitation and remediation.

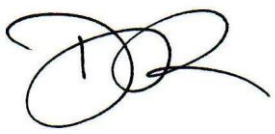
The panel agreed that these criteria have been met via the Registrant's agreement to a rigorous undertaking in addition to the penalty decision. The undertaking which Mr. Ee has agreed to provides multiple avenues for remediation and rehabilitation. The Probe course which Mr. Ee has agreed to take focuses on professional ethics and boundaries in the healthcare setting with individualized attention paid to the specific needs of each attendee. Mr. Ee has agreed to meet with an Expert in naturopathic practice to review his understanding of Board publications, the impact of his conduct and strategies to prevent similar conduct in the future. He has also agreed to random inspections of his practice and his patient and financial records. Mr. Ee has agreed to pay the fees incurred for these meetings. Finally, he agreed to receive an oral reprimand from the discipline committee which was delivered by the panel chair. A copy of this reprimand is attached below.

The panel also considered the penalty in light of the principle that joint submissions should not be interfered with lightly.

The panel concluded that the proposed penalty is reasonable and in the public interest. The Registrant has co-operated with the Board and, by agreeing to the facts and a proposed penalty, has accepted responsibility. The panel finds that the penalty satisfies the principles of specific and general deterrence, rehabilitation and remediation, and public protection.

The panel also agreed that the penalty is in line with what has been ordered in previous cases.

I, Patricia Rennie, 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:



Patricia Rennie
Chairperson

April 2, 2014

Date

Names of panel members:
Belinda Clarke
Sheila Jaggard

Oral Reprimand - Leslie Ee

Mr. Ee, as you are aware as part of the undertaking you have agreed to attend before this panel to receive an oral reprimand. While this is not an opportunity for you to argue the panels' findings, at the end of our remarks I will give you an opportunity to speak if you so choose.

This panel has found you to have engaged in serious acts of professional misconduct including breach of a number of standards of practice in particular relating to parenteral therapy, record keeping, informed consent and billing practises. As a panel we are appalled by the egregious nature of your conduct. The fact that the conduct was not isolated and that the conduct took place for many months and dealt with a large number of patients was seriously disturbing.

We are also particularly concerned about your misuse of the identities and license numbers of other health care providers. You put their professional reputation in serious jeopardy.

The naturopathic profession relies heavily on third party insurance and would likely be crippled by a withdrawal of that coverage. Your conduct throws a negative light on our profession and puts at risk the livelihood of all of our colleagues.

We agree that the proposed penalty and undertaking is not insignificant. However in this panel's view should you find yourself before a discipline panel of this Board or the future College again we have no doubt that the penalty imposed will be more significant.

It is our expectation that you will learn from these events and from the remediation programs you have agreed to undertake and that your future conduct will reflect this learning.

Mr. Ee would you like to address the panel at this time?