

**BOARD OF DIRECTORS OF DRUGLESS THERAPY - NATUROPATHY**

**PANEL:** Patricia Rennie Panel Chair  
Belinda Clarke  
Mary-Elizabeth Welch  
Sheila Jaggard

**BETWEEN:**

BOARD OF DIRECTORS OF DRUGLESS	)	<u>Bonni Ellis</u> for the Board of Directors of
THERAPY - NATUROPATHY	)	Drugless Therapy - Naturopathy
	)	
	)	
- and -	)	
	)	
SIMON KONG LO (#731)	)	
	)	
	)	
	)	
	)	<u>Lad Kucis</u> for Simon Kong Lo
	)	
	)	
	)	

Andrea Gonsalves

Independent Legal Counsel

Heard: February 4, 2014

**DECISION AND REASONS**

This matter came on for hearing before a panel of the Board of Directors of Drugless Therapy - Naturopathy (the “Board”) on February 4, 2014, at the Board office at Toronto.

## **The Allegations**

The allegations against Simon Lo (the “Registrant”) as stated in the Amended Notice of Hearing dated February 4, 2014 are as follows:

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, authorized or allowed to be issued to A.H. an invoice for a naturopathic consultation dated 21/12/2007 in the amount of \$110+GST, despite the fact that you never provided such consultation;
  - b) You issued, authorized or allowed to be issued to M.X. invoices for naturopathic consultations dated 12/09/2008, 10/10/2008 and/or 07/11/2008, in amounts of \$125+GST or \$120+GST, despite the fact that you never provided such consultations;
  - c) You issued, authorized or allowed to be issued to G.H. an invoice for a naturopathic consultation dated 17/11/2008 in the amount of \$120+GST, despite the fact that you never provided such consultation;
  - d) You issued, authorized or allowed to be issued to L.Y. invoices for naturopathic consultations dated 03/01/2008, 18/01/2008, 11/02/2008, 01/03/2008, 18/03/2008, 08/04/2008, 30/04/2008, and/or 17/05/2008 each in the amount of \$60+GST, despite the fact that you never provided such consultations;
  - e) You issued, authorized or allowed to be issued to S.Y. invoices for naturopathic consultations dated 05/01/2008, 22/01/2008, 14/02/2008, 01/03/2008, 20/03/2008, 11/04/2008, 26/04/2008 and or 17/05/2008, each in the amount of \$60+GST, despite the fact that you never provided such consultations;
  - f) You issued, authorized or allowed to be issued to L.M. invoices for naturopathic consultations dated 24/10/2008, 21/11/2008 and/or 19/12/2008 each in the amount of \$120+GST, despite the fact that you never provided such consultations;
  - g) You issued, authorized or allowed to be issued to R.W. invoices for naturopathic consultations dated 17/03/2008, 06/11/2008, 14/01/2009 and/or 13/02/2009, each in the amount of \$120+GST, despite the fact that you never provided such consultations;
  - h) You issued, authorized or allowed to be issued to St.Y. invoices for naturopathic consultations dated 02/04/2008, 30/01/2009 and/or 02/03/2009, each in the amount of \$120+GST, despite the fact that you never provided such consultations;

i) You issued, authorized or allowed to be issued to Sy.Y. invoices for naturopathic consultations dated 29/11/2008, 17/08/2008, 24/10/2008, 20/01/2009 and/or 23/02/2009, in amounts of \$120+GST or \$90+GST, despite the fact that you never provided such consultations;

j) You issued, authorized or allowed to be issued to R.Y. invoices for naturopathic consultations dated 29/11/2008, 26/09/2008, 30/10/2008, 09/01/2009 and/or 09/02/2009, in amounts of \$120+GST or \$90+GST, despite the fact that you never provided such consultations;

k) You issued, authorized or allowed to be issued to K.L. invoices for naturopathic consultations dated 18/02/2009, 05/03/2009, 19/03/2009, 05/01/2009, 19/01/2009, 04/02/2009, 02/04/2009, 16/04/2009 and/or 01/05/2009, each in the amount of \$50+GST, despite the fact that you never provided such consultations;

l) You issued, authorized or allowed to be issued to X.L. invoices for naturopathic consultations dated 10/25/2006, 11/16/2006, 12/12/2006, 02/01/2009, 23/01/2009, 13/02/2009, 10/03/2009 and/or 02/04/2009, each in the amount of \$120+GST, despite the fact that you never provided such consultations;

m) You issued, authorized or allowed to be issued to J.Y. invoices for naturopathic consultations dated 03/01/2008, 05/01/2008, and/or 25/02/2008, each in the amount of \$120+GST, despite the fact that you never provided such consultations;

n) You completed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to St. Y. on November 13, 2008, January 30, 2009 and March 2, 2009, despite the fact that you never provided treatment to St. Y.;

o) You completed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to R.W. on January 14, 2009 and February 13, 2009, despite the fact that you never provided treatment to R.W.;

p) You completed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to Sy. Y. on January 20, 2009 and February 23, 2009, despite the fact that you never provided treatment to Sy. Y.; and/or

q) You completed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to R.Y. on January 9, 2009 and February 9, 2009, despite the fact that you never provided treatment to R. Y.

2. Withdrawn;

3. Withdrawn;

4. 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 defined in 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) withdrawn;
  - b) You failed to maintain adequate records in relation to patients who you saw and/or patients whose treatment you supervised at Zen Spa.
5. 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 issued, authorized or allowed invoices to be issued to A.H., which suggest that you provided "naturopathic consultations" to A.H.;
  - b) You issued, authorized or allowed invoices to be issued to M.X., which suggest that you provided "naturopathic consultations" to M.X.;
  - c) You issued, authorized or allowed invoices to be issued to G.H., which suggest that you provided "naturopathic consultations" to G.H.;
  - d) You issued, authorized or allowed invoices to be issued to L.Y., which suggest that you provided "naturopathic consultations" to L.Y.;
  - e) You issued, authorized or allowed invoices to be issued to S.Y., which suggest that you provided "naturopathic consultations" to S.Y.;
  - f) You issued, authorized or allowed invoices to be issued to L.M., which suggest that you provided "naturopathic consultations" to L.M.;
  - g) You issued, authorized or allowed invoices to be issued to R.W., which suggest that you provided "naturopathic consultations" to R.W.;
  - h) You issued, authorized or allowed invoices to be issued to St.Y., which suggest that you provided "naturopathic consultations" to St.Y.;
  - i) You issued, authorized or allowed invoices to be issued to Sy.Y., which suggest that you provided "naturopathic consultations" to Sy.Y.;
  - j) You issued, authorized or allowed invoices to be issued to R.Y., which suggest that you provided "naturopathic consultations" to R.Y.;

k) You issued, authorized or allowed invoices to be issued to K.L., which suggest that you provided "naturopathic consultations" to K.L.;

l) You issued, authorized or allowed invoices to be issued to X.L., which suggest that you provided "naturopathic consultations" to X.L.;

m) You issued, authorized or allowed invoices to be issued to J.Y., which suggest that you provided "naturopathic consultations" to J.Y.;

n) You gave false or misleading information to the Great West Life Assurance Company when you competed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to St.Y. on November 13, 2008, January 30, 2009 and March 2, 2009;

o) You gave false or misleading information to the Great West Life Assurance Company when you competed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to R.W. on January 14, 2009 and February 13, 2009;

p) You gave false or misleading information to the Great West Life Assurance Company when you competed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to Sy.Y. on January 20, 2009 and February 23, 2009; and/or

q) You gave false or misleading information to the Great West Life Assurance Company when you competed and signed a service questionnaire for the Great West Life Assurance Company confirming that you provided treatment to R.Y. on January 9, 2009 and February 9, 2009.

6. 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 Directors of Drugless Therapy-Naturopathy in that, you contravened standards of practice or guidelines of practice set by the Board of Directors of Drugless Therapy - Naturopathy, and, in particular you failed to follow the Board's *Guidelines and Standards for the Clinical Practice of Colon Hydrotherapy* with respect to patients who received the procedure under your supervision when you failed to ensure that patients received a complete naturopathic work-up, including case history and appropriate physical examination, before the treatment was initiated.
7. 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, authorized or allowed invoices to be issued for naturopathic consultations that never occurred;

b) You completed and signed service questionnaires for the Great West Life Assurance Company confirming that you provided treatments that you had not, in fact, provided;

c) withdrawn;

d) withdrawn;

e) You failed to maintain adequate records in relation to patients who you saw and/or patients whose treatment you supervised at Zen Spa between 2006 and 2009; and/or

f) You failed to ensure that patients receiving colon hydrotherapy under your supervision received a complete naturopathic work-up including case history and appropriate physical examination, before the treatment was initiated.

### **Registrant's Plea**

The Registrant admitted the allegations as set out in paragraphs 1, 4b, 5, 6 7a, 7b, 7e and 7f in the Amended Notice of Hearing.

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

### **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.

### **The Member**

1. Simon Lo, ND ("the Registrant") has been registered with the Board of Directors of Drugless Therapy- Naturopathy ("the Board") as an ND since April 1992.
2. The Registrant practices naturopathic medicine out of the Toronto Naturopathic Clinic in Toronto, which he owns and operates with his business partner, Elena Krasnov, ND ("Ms. Krasnov").
3. The Registrant had business dealings with Belinda Wang ("Ms. Wang"), the owner and operator of Zen Spa, from approximately 2006 until 2009.

4. Ms. Krasnov was introduced to Ms. Wang by the Registrant and had business dealings with her from approximately 2008 to 2009.

### **Zen Spa**

5. At the time of the incidents described below, Zen Spa operated out of two locations: one on Warden Avenue in Markham ("Markham") and one in the Doubletree Hotel on Dixon Road in Toronto ("Doubletree").
6. Both spas operated as corporations, with Ms. Wang as the Director. The Markham location opened first, in approximately 2003, while the Doubletree location did not open until some time in 2008.
7. Both Markham and Doubletree offered beauty services including manicures, pedicures, facials, hair removal and massages.
8. Neither Zen Spa's website nor their English language marketing materials indicated that they offered naturopathic services. In Chinese newspapers, the spa offered mesotherapy performed by the Registrant.
9. The Registrant invested \$50,000 in Doubletree, representing a 10% interest in that location.

### **The Complaint/Initiating Information**

#### *i. B.L. Complaint*

10. On January 27, 2010, the Board received a complaint from D.B.L. ("Mr. B.L.") regarding the Registrant and Ms. Krasnov.
11. According to Mr. B.L., both the Registrant and Ms. Krasnov were involved with Ms. Wang in a fraudulent insurance scheme being run out of Zen Spa.
12. Specifically, Mr. B.L. alleged that the Registrant and Ms. Krasnov had been "fraudulently issuing false invoices to insurance companies".
13. Mr. B.L. stated that he became aware of the scheme due to his involvement with Zen Spa and, in particular, his professional and romantic relationship with Ms. Wang. According to Mr. B.L., it was his discovery of the fraud that led to his termination of both his personal and professional relationships with Ms. Wang.

#### *ii. Manulife Letter*

14. On July 8, 2010, the Board received a letter from David Porter, Senior Investigator with Manulife Financial ("Mr. Porter").

15. In his letter, Mr. Porter outlined the information that had been reported to him by Mr. B.L. regarding the activities of Zen Spa, including the issuance of invoices to clients for services never received. These invoices, according to Mr. Porter, were being submitted for reimbursement under the extended health plans of Manulife and other health insurers. Mr. Porter's explanation of the fraud was as follows:

*The scheme commenced once the spa clients purchased "beauty packages" ranging in price from between five hundred and two thousand dollars. Over time clients would receive beauty treatments which could include mesotherapy, body treatments/wraps, colon hydrotherapy, hair removal, massage therapy, skincare and facials; as well as, hand and foot care. The clients were then provided with invoices issued by registered health practitioners who were also in league with Ms. Wang. In this instance, it is Drs. Lo and Krasnov.*

*The issuance of the false invoices assisted the clients in reimbursement of their original outlay, through false claims they submitted to their various extended health plans. In actual fact, none of the services provided by Zen Spa were eligible for reimbursement; however, the provision of the false invoices for naturopathic treatments changed that. For their parts, Drs. Lo and Kim [a chiropractor involved in the scheme] would receive a percentage payment of the total beauty package invoices written. In the case of naturopathic services, that percentage was usually twenty-five percent.*

*As an example, if a client purchased a \$500.00 beauty package, either Dr. Lo or Dr. Krasnov, upon an email request from Ms. Wang or one of her spa managers (Mellen or Gloria), would then issue false naturopathic services invoices in the range of \$600 in the client's name. The increased amount (invoices for \$600 rather than \$500) was provided to cover the health plan member's co-insurance requirement (usually 20%) and to assist them with maximizing their health plan reimbursement. The naturopathic doctors, for their time and effort in completing the false invoices, would receive a payment ranging between 25% and 30% of the original package cost (\$500) from Wang. In this instance if a 25% payment was agreed to, he would receive \$125.00. From the spa's perspective, the illicit payment then reduced the clients' package of services received from the spa by the very same amount. After the spa paid the practitioner, the client's services account was then reduced to \$375.00. The client incentives in this scheme were reimbursement of the expenses from their healthcare insurer once submitting the false invoices and their receiving of spa beauty packages at no real cost to themselves other than covering illicit payments to the practitioners.*

16. Mr. Porter indicated that Manulife was conducting a review of its own plan members' involvement in the scheme, but clarified that his letter was not intended as a formal complaint and should, instead, be treated as additional information to assist the Board with its own investigation.



## THE GWL INVESTIGATION

### The Y Family

#### (i) *Documents Produced by D.B.L.*

17. Prior to writing to the Board, Mr. B.L. wrote to the Great West Life Assurance Company (GWL) in approximately April 2009, to express his concerns regarding the activities at Zen Spa. Mr. B.L.'s correspondence was directed to Garry Schmidt, ("Mr. Schmidt"), Associate Manager, Special Investigations for the Great-West Life Assurance Company (GWL).
18. To support his concerns, Mr. B.L. provided GWL with various documents, including several invoices for naturopathic services issued to Zen Spa clients under the Registrant's name as well as materials related to the insurance claims for some of these clients.
19. Also included with these materials were four documents related to SY ("Mr. Y"). Copies of these documents are attached as Appendix "A".<sup>i</sup>
20. The first document was a GWL "Claims History" page for GWL policy#51977, that had been printed off a section of the company's website. According to Mr. Schmidt, only the policy-holder, Mr. Y, would have had access to the Claims History page.
21. The document identifies Mr. Y and various family members by name and shows dates of paramedical services, submitted expenses and the amounts paid by GWL to the claimant, Mr. Y. The family members in question are identified as RW (spouse), SY2 (child) and RY (child).
22. The Claims History page further shows that it was printed on June 10, 2008 and details three claims submitted by Mr. Y and subsequently processed on May 1, 5 and June 4, 2008.
23. Handwriting on the Claims History page attributes six of the services claimed under the June 4, 2008 claim to Zen Spa. The Claims History document also contains a handwritten notation stating "To: Belinda/Zen Spa" followed by the telephone and fax numbers for Doubletree.
24. The second document is a page with handwriting as follows:

SY2    \$200\

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<sup>i</sup>The Appendices referred to in the Agreed Statement of Facts have not been reproduced in this decision.

\ 80%  
/

RY                      \$200/

2008

Same address

SY

25. The third document is an invoice for three massage therapy treatments in April 2008, issued under the letterhead of Zen Spa.
26. The fourth document represents a claim log showing: the policy coverage limits for each family member for registered massage therapy (RMT), naturopathy and chiropractic treatments; the claims made relative to each family member to date under each treatment category; the amounts paid by GWL to Mr. Y relative to those claims; and the amount of unused benefits remaining for each family member under each treatment category.

(ii) *Claims to GWL*

27. After receiving Mr. B.L.'s information, GWL launched an investigation into the matter, which was coordinated by Mr. Schmidt.
28. As part of the investigation, Mr. Schmidt reviewed the Zen Spa website. According to Mr. Schmidt, the only service listed on the website that would be eligible for insurance coverage was RMT. There was no reference to chiropractic or naturopathic services on the website.
29. Mr. Schmidt also reviewed GWL's internal files to identify claims submitted by Mr. Y and his family (RW, SY2 and RY).
30. Through his efforts, Mr. Schmidt learned that the Y family had submitted over \$4,000 in invoices for naturopathic, chiropractic and massage therapy treatments performed between March 2008 and March 2009. Of this amount, over \$2,142 was attributable to the Registrant.
31. Specifically, Mr. Y submitted the following invoices to GWL for naturopathic services issued under the Registrant's name in relation to the Toronto Naturopathic Clinic:

Date of Claim	Family Mbr	Date of Service	Amount Claimed
Apr7/08	SY	Apr2/08	\$126.00
	RW	Mar17/08*	\$126.00
Dec5/08	RW	Nov6/08	\$126.00
	SY2	Nov29/08*	\$126.00
	SY2	Sept17/08*	\$94.50

	SY2	Oct24/08	\$94.50
	RY	Nov29/08*	\$126.00
	RY	Sept26/08	\$94.50
	RY	Oct30/08	\$94.50
Jan15/09	SY	Nov13/08*	\$126.00
Apr3/09	SY	Jan30/09	\$126.00
	SY	Mar2/09	\$126.00
	RW	Jan14/09*	\$126.00
	RW	Feb13/09	\$126.00
	SY2	Jan20/09	\$126.00
	SY2	Feb23/09	\$126.00
	RY	Jan9/09	\$126.00
	RY	Feb9/09	\$126.00
<b>Total</b>			<b>\$2,142</b>

Copies of these Invoices are attached as Appendix "B".

32. With respect to the invoices submitted to GWL for chiropractic care, these were issued under the name of Dr. Hyo Kim ("Dr. Kim"), a member of the College of Chiropractors of Ontario under the banner of his practice at C.A.R.E. Chiropractic Centre in North York. A sample invoice from Dr. Kim is attached as Appendix "C".
33. Mr. Y and his family submitted invoices for over \$2,300 worth of chiropractic visits with Dr. Kim between March 2008 and March 2009. The invoices represented over fifty treatments.
34. At least five of the treatment dates set out on the invoices issued under the name of Dr. Kim are identical to the treatment dates set out on the invoices issued to members of the Y family under the Registrant's name, as indicated by the\* in the table, above. In other words, the invoices suggest that the family member received both chiropractic care from Dr. Kim and naturopathic care from the Registrant on the same day.
35. Mr. Schmidt also uncovered claims for six massage therapy treatments purportedly provided to Mr. Y and his wife in April and May 2008. The total amount claimed for these treatments was \$756. A sample invoice is attached as Appendix "D".
36. Unlike the invoices submitted for chiropractic and naturopathic treatments, which were issued under the banner of the practitioner's practice, the invoices submitted to GWL for massage therapy were submitted under the name of Zen Spa.

*(iii) Service Questionnaire, Meeting and Treatment Records*

37. On July 13, 2009, Mr. Schmidt sent a Service Questionnaire to the Registrant asking him to confirm that he had provided the treatments identified on the receipts relative to the

January 15 and April 30, 2009 claims (set out in the chart, above) and to confirm the method of payment used for the visits.

38. The Registrant completed the Service Questionnaire on July 20, 2009, confirming that he had provided treatment to the family members on the dates in question and indicating that "all invoices paid in full".
39. The Service Questionnaire also contained an area for the Registrant to date and sign the form after the following statement: "I declare that this information is true and correct to the best of my knowledge". Copies of Mr. Schmidt's letter to the Registrant and the Registrant's signed Service Questionnaire are attached as Appendix "E".
40. On September 11, 2009, Mr. Schmidt wrote to Mr. Y to request an in- person meeting to discuss claims submitted by Mr. Y and his family for naturopathic, chiropractic and RMT services.
41. On September 30, 2009, Mr. Schmidt met with Mr. Y at the latter's place of employment. Mr. Schmidt subsequently wrote to the Registrant on October 17, 2009 to request copies of all treatment records relating to Mr. Y and his family.
42. The Registrant did not respond to this letter.
43. On October 21, 2009, Mr. Schmidt wrote to Mr. Y as a follow-up to their September 30, 2009 meeting. In his letter Mr. Schmidt confirmed that he had been in contact with Ms. Wang as well as the Chiropractor, Naturopath and RMT. Enclosed with the letter was an authorization allowing Zen Spa to release to GWL the treatment records relating to Mr. Y and his family for 2007 to 2009 so that the claims submitted by Mr. Y for reimbursement could be verified. A copy of the October 21, 2009 letter from Mr. Schmidt to Mr. Y is attached as Appendix "F".
44. On November 17, 2009, Mr. Schmidt renewed his request to the Registrant, in writing. In this letter Mr. Schmidt also asked the Registrant to confirm where each treatment had been provided (e.g., Markham, Doubletree or the Toronto Naturopathic Clinic) and proof of payment for these services. Copies of the October 17 and November 17, 2009 letters from Mr. Schmidt to the Registrant are attached as Appendix "G".
45. On December 4, 2009, Mr. Schmidt received correspondence signed by the Registrant advising him that SY was "not authorizing any of his and his family members' treatment records to be released". A copy of the Registrant's December reply is attached as Appendix "H".

*(iv) Reimbursement to GWL*

46. Based on this response, GWL wrote to Mr. Y on December 8, 2009. In the correspondence GWL asked Mr. Y to reimburse the \$2,058 GWL had paid in relation to his naturopathic claims as they were unable to verify whether the Registrant had provided the naturopathic services listed without the treatment records.

47. On the same date, Mr. Y received a separate letter from GWL seeking reimbursement of the \$510 GWL had paid Mr. Y in relation to the \$756 in claims he submitted for the massage therapy treatments purportedly provided to himself and his wife in April and May 2008.
48. In January 2010, Mr. Y sent a cheque in the amount of \$2,058 to GWL for reimbursement of the funds he received relative to his claims for naturopathic treatments from the Registrant as well as a cheque in the amount \$510 for the monies he had received relative to the claims for massage therapy treatments.

### Other Patients

*(i) Documents Produced by D.B.L.*

49. Included with the documents that Mr. B.L. provided to GWL were invoices issued under the Registrant's name to various other patients, including AH, MX, GH, LY and SY3 and LM as follows:

Patient Name	Date of Invoice	Amount	Description
AH	21/12/2007	\$120+GST	Subsequent consultation with Naturopath("Lo" listed as physician)
MX	12/09/2008	\$125+GST	Subsequent consultation with Naturopath-Dr.Lo
	10/10/2008	\$120+GST	Subsequent consultation with Naturopath-Dr.Lo
	07/11/2008	\$120+GST	Subsequent consultation with Naturopath-Dr.Lo
GH	17/11/2008	\$120+GST	Subsequent consultation with Naturopath-Dr.Lo
LY	03/01/2008	\$60+GST	Subsequent consultation with Naturopath-Dr.Lo
	18/01/2008	\$60+GST	Subsequent consultation with Naturopath- Dr. Lo
	11/02/2008	\$60+GST	Subsequent consultation with Naturopath- Dr. Lo
	01/03/2008	\$60+GST	Subsequent consultation with Naturopath-Dr.Lo
	18/03/2008	\$60+GST	Subsequent consultation with Naturopath-Dr.Lo
	08/04/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo

	30/04/2008	\$60+GST	Subsequent consultation with Naturopath- Dr. Lo
	17/05/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
SY3	05/01/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
	22/01/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
	14/02/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
	01/03/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
	20/03/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. o
	11/04/2008	\$60+GST	Subsequent consultation with Naturopath- Dr. Lo
	26/04/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
	17/05/2008	\$60+GST	Subsequent consultation with Naturopath-Dr. Lo
LM	24/10/2008	\$120+GST	Subsequent consultation with Naturopath-Dr .Lo
	21/11/2008	\$120+GST	Subsequent consultation with Naturopath-Dr. Lo
	19/12/2008	\$120+GST	Subsequent consultation with Naturopath-Dr. Lo

Copies of these invoices are attached as Appendix "I"

50. With respect to LY and SY3, Mr. B.L. provided GWL with a document that was subsequently confirmed to have been hand written by LY and provided to Doubletree.
51. The document sets out the address and dates of birth for the Ys as well as their insurance limits for naturopathic and chiropractic coverage. The following notation appears at the bottom of the document, a copy of which is attached as Appendix "J":

*Please: Issue receipts for above treatments according to the dates on calendar provided for SY3 and LY for the year of 2007.*

(ii) *Claims to GWL*

52. As part of his investigation, Mr. Schmidt also conducted a more general review of claims submitted by GWL plan members for naturopathic services provided by the Registrant, including claims submitted by KL, XL, and JY as follows:

Patient Name	Date of Invoice	Amount	Description
KL	01/05/2009 01/19/2009 02/04/2009 02/18/2009 03/05/2009 03/19/2009 04/02/2009 04/16/2009 05/01/2009	\$50+GST (each visit)	Subsequent consultation with Naturopath-Dr. Lo
XL	10/25/2006 11/16/2006 12/12/2006 01/02/2009 01/23/2009 02/13/2009 03/10/2009 04/02/2009	\$120+GST (each visit)	Subsequent consultation with Naturopath-Dr. Lo
JY	31/01/2008 05/01/2008	\$120+GST (each visit)	Subsequent consultation with Naturopath-Dr. Lo

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

53. KL, XL and JY also submitted to GWL invoices issued by Dr. Kim for chiropractic treatment.

*(iii) Meeting and Treatment Records*

54. On October 1, 2009, Mr. Schmidt met with the Registrant at the Toronto Naturopathic Clinic. During that meeting, the Registrant advised Mr. Schmidt that he treated KL at Zen Spa.
55. On October 17 and November 17, 2009, using the same letters through which he asked the Registrant to provide copies of his treatment files and clinical notes relating to the Y family, Mr. Schmidt also asked for copies of the notes and files in relation to KL and XL. Copies of the letters from Mr. Schmidt to the Registrant setting out these requests are attached as Appendix "G".
56. In response to these letters, the Registrant provided Mr. Schmidt with several pages of clinical notes and records in relation to both KL and XL.
57. The treatment records in relation to KL indicate that she received lymphatic drainage during each visit, other than her first meeting with the Registrant.
58. The Healthcare Expense Statements submitted to GWL by KL identify the reasons for her treatments as follows:

- March 23, 2009 claim for Jan. 19, Feb. 4, Feb. 18, March 5 and March 19, 2009 naturopathic consultations: "back pain"
- April 2, 2009 claim for April 2 and April 16, 2009 naturopathic consultations: "weight management"
- July 2, 2009 claim for May 1, 2009 naturopathic consultation: "health & diet"

Copies of the treatment records and GWL claim forms for KL are attached as Appendix "L".

59. The treatment records in relation to XL indicate that she received lymphatic drainage for six out of her nine visits. The Healthcare Expense Statements submitted to GWL by XL identify the reason for her treatments as "stress". Copies of the treatment records and GWL claim forms for XL are attached as Appendix "M".
60. Both KL and XL also submitted to GWL invoices for chiropractic care provided by Dr. Kim.

### **The Undercover Investigators**

61. As part of his investigation, Mr. Schmidt also retained the services of a private investigation firm. Specifically, GWL paid five investigators to attend the Doubletree location of Zen Spa posing as spa clients. The investigators were asked to confirm whether beauty packages were being sold in exchange for invoices for paramedical services that the clients never received. The undercover investigators were also asked to confirm the logistics of the scheme.
62. The five undercover investigators attended "Doubletree" on various dates between May 19 and July 9, 2009. While attending the spa, each investigator was equipped with a hidden audio/video recording device.
63. Each of the undercover investigators was able to purchase a spa package from Ms. Wang or one of her staff.
64. After purchasing their respective beauty packages, the investigators would be advised to return several days later to pick up their invoices. The delay, it was explained, was necessary to allow the regulated health professionals to create the invoices.
65. The investigators attended Doubletree on various occasions to redeem the credits they had received for the spa packages. The investigators used their spa package credits to purchase beauty products and for uninsurable services such as facials, manicures and massages performed by individuals who were not registered members of any health regulatory college.
66. None of the investigators ever received any insurable, health services, including naturopathic consultations, from Zen Spa.
67. None of the investigators ever met the Registrant or Ms. Krasnov.



68. In total, the five undercover investigators paid \$4,600 for spa packages and received \$5,626 in invoices for RMT, Chiropractic and Naturopathic services that were never performed.
69. The naturopathic invoices provided to the investigators were issued under the banner of the Toronto Naturopathic Clinic and listed Ms. Krasnov as the service provider. None of the invoices were issued under the Registrant's name.
70. The chiropractic invoices were issued under Dr. Kim's name and the banner of C.A.R.E. Chiropractic Centre.

### **The Conclusion of GWL's Investigation**

71. After completing his investigation, Mr. Schmidt did not lodge a complaint against the Registrant, but shared the documents and information that he had obtained with the Complaints Resolution Committee (CRC).
72. Mr. Schmidt also lodged complaints against various other regulated health professionals for their involvement in the Zen Spa fraud scheme, including complaints against several RMT's and physiotherapists as well as a complaint with the College of Chiropractors of Ontario against Dr. Kim. He also lodged a complaint with the Board against Ms. Krasnov.

## **THE CRC's INVESTIGATION**

### **Requests for patient files**

73. On February 3, 2010, an investigator was appointed in relation to the complaints filed against the Registrant and Ms. Krasnov.
74. On August 6, 2010, after making preliminary inquiries and obtaining further information regarding the complaints, the Investigator attended Toronto Naturopathic Clinic to advise the Registrant and Ms. Krasnov of the complaints and to obtain copies of patient files related to invoices provided to the Board by GWL and/or Mr. B.L..
75. As part of her request, the Investigator specifically asked the Registrant to produce a copy of his files in relation to KL, XL, LM, AH, GH, JY as well as SY3 and LY.
76. The Registrant was unable to produce any documentation in relation to these patients, despite the fact that he had previously provided GWL with copies of clinical records for KL and XL in the late fall of 2009.

### **Registrant's Interviews/Correspondence with the Board**

77. During the CRC's investigation, the Registrant was provided with opportunities to submit a written response to the complaints and to meet with the investigator. Through his interviews and written responses, the Registrant stated the following:

- He was hired and paid \$30 per hour by Ms. Wang to supervise certain treatments at Zen Spa, including Codetron magnetic therapy, colonics, hydrotherapy and lymphatic drainage.
- The Registrant did not provide any of the treatments himself. Instead, he would simply greet the patient and staff would then take over, recording treatments in logs.
- As the supervising naturopathic doctor, the Registrant did not take any notes and did not review any of the patient files. He relied on spa staff to take all of the notes.
- The procedures did not require any specialized training as they were "safe and simple" and "anyone could do them". The only exception was colonies, which required special training.
- He was satisfied that spa staff could perform the procedures but was initially unable to name any of the staff. He subsequently stated that Ms. Wang administered the majority of the treatments, although he was unsure where she received her training except for colonies, as training was required to purchase the equipment.
- The Registrant was aware that these services would be invoiced as naturopathic services under his name and Board registration number and provided Ms. Wang with the letterhead for the Toronto Naturopathic Clinic to do so.
- The Registrant did not review any of the invoices issued by Zen Spa under his name and did not monitor how Zen Spa was issuing invoices for naturopathic services.

## **THE COLLEGE OF CHIROPRACTORS PROCEEDINGS**

78. On June 20, 2012, Dr. Hyo Kim was found to have committed professional misconduct by the Discipline Committee of the College of Chiropractors of Ontario for his involvement in the Zen Spa fraud scheme.
79. Specifically, Dr. Kim admitted by way of Agreed Statement of Facts (ASF), that, in 2008, he had entered into an arrangement with Ms. Wang whereby he was paid a fee to provide Zen Spa clients with fabricated invoices for chiropractic treatments never provided.
80. According to the ASF:

*Zen Spa would send to the Member Zen Spa client names and certain information required for insurance claims, including date of birth, address, telephone number, the amount of available insurance coverage for chiropractic care or orthotics at C.A.R.E. Chiropractic Centre [Dr. Kim's place of practise]. The Zen Spa clients could then*

*provide the false receipts to their insurers to recover funds they spent for aesthetic services, including manicures, pedicures and facials, at Zen Spa.*

81. Dr. Kim admitted to fabricating invoices in relation to 87 Zen Spa clients between December 2008 and March 2009. He further admitted to having fabricated \$1,710 in receipts in relation to GWL's five undercover investigators. In both cases, Dr. Kim admitted that he had not provided any of the chiropractic or orthotics services listed on the invoices and that he had been paid a fee, by Zen Spa, for the fabricated receipts.

## **THE CRIMINAL PROCEEDINGS**

82. Ms. Wang was criminally charged with numerous counts in relation to the Zen Spa fraud scheme.
83. On March 6, 2013, while her trial was underway, Ms. Wang plead guilty and was convicted of one count of defrauding GWL by deceit, falsehood or other fraudulent means, of an amount less than \$5,000, in relation to reimbursements paid by GWL to two Zen Spa clients on the basis of fraudulent invoices.
84. Specifically, the facts supporting the conviction indicated that spa clients had received receipts for RMT treatments as well as for chiropractic services from Dr. Kim and naturopathic consultations with Ms. Krasnov.
85. The facts agreed to by the parties also referred to the healthcare professionals receiving a "kick back" for authoring the fraudulent receipts.
86. Ms. Wang was sentenced to a conditional discharge, including 18 months of probation with terms that she keep the peace and be of good behaviour and make restitution to GWL for \$4,770, the amount paid by GWL to the two Zen Spa clients on the basis of the fraudulent invoices. Ms. Wang was also prohibited from operating any business involved in the delivery of insured services by regulated health professionals or giving receipts for any insured services.

## **THE EXPERT RETAINED BY THE PROSECUTION**

87. An expert in naturopathic medicine was retained by the prosecution to provide her opinion in relation to several hypothetical questions. The expert came to the following conclusions:
  - If the billing for colonics is under the ND's name, the ND should be present in the room while the procedure, which is a controlled act, is being performed.
  - In order for an ND to issue, or allow to be issued, a receipt under his or her name, the ND should, at a minimum, have performed an initial consultation with the patient and developed a treatment plan. The ND has to "own" the treatment plan that stems from the initial consultation and any subsequent changes.

- Where an ND has allowed a third party to issue invoices under his or her name, the ND is ultimately responsible for those invoices.
- Where an ND is requested by an insurance company to confirm treatment details, the ND should personally verify the information in the patient file to respond to the request.
- Documented consent is required for an ND to "supervise" or allow another individual to perform a treatment the ND has billed under his or her name.

## **ANTICIPATED EVIDENCE OF THE REGISTRANT**

88. If the Registrant were to testify, it is anticipated that he would state the following:

- that he was only a silent partner in Zen Spa and had no involvement in day to day operations;
- that upon receipt of the Service Questionnaire relating to the Y family, he contacted Zen Spa and completed the Service Questionnaire based on the information they provided, although he acknowledges that he did not provide this explanation during either the GWL or CRC investigations;
- that he never provided any invoices to clients at Zen Spa or received payment from any client of Zen Spa for any services; and
- that he discontinued his affiliation with Zen Spa upon realizing that it was submitting invoices in his name in an inappropriate manner.

## **ADMISSIONS**

89. The Registrant admits that he was aware Zen Spa would be issuing invoices for naturopathic services for treatments that he supervised using his name and credentials and acknowledges that Zen Spa may have issued the following receipts without his knowledge.
90. The Registrant acknowledges that he did not provide the naturopathic consultations described on the invoices submitted by the Y family to GWL.
91. The Registrant acknowledges that he did not provide the naturopathic consultations described on the invoices issued to AH, MX, GH, LY, SY3, LM, KL, XL and JY, as set out above.
92. The Registrant admits that none of the Zen Spa clients who received invoices for naturopathic consultations issued under his name received a complete naturopathic work-up, including case history and appropriate physical examination, before treatment was initiated.

93. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #1 (a) to (m) of the Notice of Hearing when he allowed invoices for naturopathic consultations, which were never provided, to be issued in circumstances where he knew that invoices were being issued under his name and made no efforts to review the invoices and/or to oversee the process through which they were issued.
94. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #1 (n) to (q) of the Notice of Hearing when he completed and signed a Service Questionnaire for GWL confirming that he had provided naturopathic treatments when, in fact, that was not the case.
95. The Registrant admits that he 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(a) of the definition of Professional Misconduct/Incompetence established by the Board of Directors of Drugless Therapy-Naturopathy, as set out in paragraph #4(b) of the Notice of Hearing when he failed to maintain adequate records, in relation to patients he saw and/or patients whose treatment he supervised at Zen Spa, in accordance with Board policy.
96. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #5(a) to (m) of the Notice of Hearing, when he contravened paragraph 2.6 or the Board's *Standards of Practice* by allowing invoices for naturopathic consultations that were never provided to be issued in circumstances where he knew that invoices were being issued under his name and made no efforts to review the invoices and/or to oversee the process through which those invoices were issued.
97. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #5(n) to (q) of the Notice of Hearing, when he contravened paragraph 2.6 of the Board's *Standards of Practice* by giving false or misleading information to GWL when he completed and signed Service Questionnaires confirming that he had provided naturopathic treatments, which had not, in fact, been provided.
98. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #6 of the Notice of Hearing when he failed to follow the Board's Guidelines and Standards for the Clinical Practice of Colon Hydrotherapy with respect to Zen Spa patients who received the procedure under his supervision and, in particular, when he failed to ensure that Zen Spa patients received a complete naturopathic work-up, including case history and appropriate physical examination, before the treatment was initiated.

99. The Registrant admits that he 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 Directors of Drugless Therapy-Naturopathy, as set out in paragraph #7(a), (b) (e) and (f) of the Notice of Hearing when he 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, he admits that:

- a) he allowed invoices to be issued for naturopathic consultations that never occurred;
- b) he completed and signed a Service Questionnaire for GWL confirming that he provided naturopathic treatments that he had not, in fact, provided;
- c) he failed to maintain adequate records in relation to patients he saw and/or patients whose treatment he supervised at Zen Spa between 2006 and 2009; and/or
- d) he failed to ensure that Zen Spa patients receiving colon hydrotherapy under his supervision received a complete naturopathic work-up, including case history and appropriate physical examination, before the treatment was initiated.

### **Decision**

The panel finds that the Registrant committed acts of professional misconduct as alleged in paragraphs 1, 4b, 5, 6 7a, 7b, 7e and 7f of the Notice of Hearing.

### **Reasons for Decision**

The panel considered the Agreed Statement of Facts and the Registrant's plea and finds that this evidence supports findings of professional misconduct as alleged in the Notice of Hearing.

Allegation #1 in the Notice of Hearing is supported by paragraphs 30, 31, 37, 38, 39, 52, 77, 89, 91, 93, 94, 96 and 99 in the Agreed Statement of Facts.

Allegation #4b in the Notice of Hearing is supported by paragraphs 44, 45, 55, 56, 57, 58, 59, 75, 76, 77, 92, 95 and 99 in the Agreed Statement of Facts.

Allegation #5 in the Notice of Hearing is supported by paragraphs 30, 31, 37, 38, 52, 77, 89, 91, 93, 94, 96 and 99 in the Agreed Statement of Facts.

Allegation #6 in the Notice of Hearing is supported by paragraphs 77, 92, 98 and 99 in the Agreed Statement of Facts.

Allegation #7a in the Notice of Hearing is supported by paragraphs 30, 31, 52, 77, 89, 91, 93, 96 and 99 in the Agreed Statement of Facts.

Allegation #7b in the Notice of Hearing is supported by paragraphs 37, 38, 39, 52, in the Agreed Statement of Facts.

Allegation #7e in the Notice of Hearing is supported by paragraphs 44, 45, 55, 56, 57, 58, 59, 75, 76, 77, 92, 94, 95 and 99 in the Agreed Statement of Facts.

Allegation #7f in the Notice of Hearing is supported by paragraphs 77, 92, 98 and 99 in the Agreed Statement of Facts.

The facts as admitted make clear that Mr. Lo engaged in professional misconduct, in a variety of ways. In particular he:

- issued or allowed to be issued invoices for naturopathic consultations that were never provided;
- completed signed service questionnaires for Great West Life for treatments that were never provided;
- failed to maintain adequate records of patient treatment in accordance with Board standards;
- contravened standards of practice set by the Board by issuing invoices for treatments that were never provided and by providing false or misleading information to the Great West Life Assurance Company;
- contravened standards of practice set by the Board by failing to ensure that patients received a complete naturopathic work-up, including case history and appropriate physical examination before colon hydrotherapy was initiated; and
- committed conduct that would reasonably be regarded by naturopathic doctors as unprofessional or incompetent.

### **Penalty**

Counsel for the Board and the Registrant advised the panel that a Joint Submission on Order 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 nine (9) months, with three (3) months of the suspension to be remitted if the Registrant successfully completes the remedial training specified in paragraphs 4 and 5 of the Undertaking. The first three months of the suspension shall commence on April 4, 2014 and run, uninterrupted, until July 3, 2014. The second three months of the Registrant's suspension shall commence on October 4, 2014 and run, uninterrupted, until January 3, 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 and 5 of the Undertaking, the balance of the suspension shall commence on April 5, 2015 and run, uninterrupted, until July 4, 2015. Clarity note: the requirement to complete the remedial training specified in paragraphs 4 and 5 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, within six (6) months of the date of this Order, the sum of \$5000.00, representing partial reimbursement of the legal costs and expenses incurred by the Board in relation to this matter.

As mentioned in the proposed order, the parties advised the panel that Mr. Lo had agreed to an undertaking with the Board whereby Mr. Lo 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 two 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. Lo's first time before a disciplinary panel of the Board;
- the undertaking contains significant remedial activities to be completed at Mr. Lo's expense;
- Mr. Lo'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 in terms of time and money because the hearing is not contested.

The aggravating factors in this case were:



- Mr. Lo's admissions were under four different heads of misconduct and span a large spectrum of wrongdoings;
- he has been a member of this profession for more than two decades and should have known better than to conduct himself in this way;
- Mr. Lo's behaviour was unethical and his acts were perpetrated repeatedly over a significant period of time;
- he allowed his credentials to be used without oversight;
- the role of third party insurance in this profession is significant and antagonizing insurers potentially risks the livelihood of other members of the profession; and
- his conduct with respect to the signing of service questionnaires which are an official formal verification of treatment must be taken very seriously.

The proposed penalty provides for general deterrence through:

- A nine month suspension is significant and sends a strong message to the rest of the profession, the public and insurers that the behaviour is not to be tolerated; and
- The details of this case will be published and made available to the public.

In addition, the requirement that the Registrant pay \$5000.00 in costs is also significant, particularly in the face of his suspension from practice for a significant portion of the year.

The proposed penalty provides for specific deterrence through:

The general deterrents set out above will also act as specific deterrents to the Registrant, particularly the publication of the Registrant's name, together with the details of the case. In addition, Mr. Lo has signed an undertaking with the Board which requires that he complete a number of remedial activities including meeting with a practice Expert, attending a comprehensive course on ethics and boundaries in healthcare, and allowing two 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 at the conclusion of the hearing.

The proposed penalty provides for remediation and rehabilitation through:

The undertaking Mr. Lo signed provides multiple avenues for remediation and rehabilitation. The Probe course which Mr. Lo 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. Lo 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 records. Mr. Lo has agreed to pay the fees incurred for these meetings.

Overall, the public is protected because:

Mr. Lo has admitted to his wrongdoings and agreed to an appropriate and significant penalty which, through the undertaking, 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 nine (9) months, with three (3) months of the suspension to be remitted if the Registrant successfully completes the remedial training specified in paragraphs 4 and 5 of the Undertaking. The first three months of the suspension shall commence on April 4, 2014 and run, uninterrupted, until July 3, 2014. 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 and 5 of the Undertaking, the balance of the suspension shall commence on April 5, 2015 and run, uninterrupted, until July 4, 2015. Clarity note: the requirement to complete the remedial training specified in paragraphs 4 and 5 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, within six (6) months of the date of this Order, the sum of \$5000.00, representing partial reimbursement of the legal costs and expenses incurred by the Board in relation to this matter.

### **Reasons for Penalty Decision**

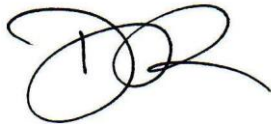
The panel understands that the penalty ordered should protect the public and enhance public confidence in the ability of the Board to regulate naturopaths. This is achieved through a penalty that addresses specific deterrence, general deterrence and, where appropriate, rehabilitation and remediation. 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 and undertaking satisfy the principles of specific and general deterrence, rehabilitation and remediation, and public protection. The undertaking which Mr. Lo has agreed to provides multiple avenues for remediation and rehabilitation. The Probe course which Mr. Lo 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. Lo 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. Lo 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 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:

A handwritten signature in black ink, appearing to be 'PR' with a large loop and a trailing flourish.

Patricia Rennie  
Chairperson

April 6, 2014  
Date

Names of panel members:  
Belinda Clarke  
Mary Elizabeth Welch  
Sheila Jaggard

## **Appendix 1**

### Oral Reprimand - Simon Lo

Mr. Lo the panel appreciates that you have come before us today with an Agreed Statement of Facts. We are well aware that as a contested hearing this case would have consumed considerable resources - yours and the Board's including the personal and professional time of board members, staff and legal counsel. We understand that by coming before us as you have today you have saved all of us that trouble.

However, we are disturbed by the facts that led to the findings in this case which you have admitted to today. We are very concerned that such unprofessional behaviour erodes the profile of this profession in the minds of the public, other regulated health care providers and most importantly in this case insurance providers. There is a very real risk that a professional which relies largely on third party insurance would be crippled by the withdrawal of that coverage. For that reason we hope that your case will serve as a caution to you and the others in the profession.

On behalf of the panel I would like to share that we are extremely disappointed in your conduct. We recognize that you have been practising for more than two decades and this is the first time you are before us and we trust that you will fully comply with the current undertaking and will continue to practise in compliance with all Board and College standards/policies and guidelines from this point on.

You have abdicated your professional responsibility and abused the privilege of self-regulation by allowing your credentials and registration number to be used without oversight.

While the penalty imposed today was reasonable we expect that should you come before a discipline panel of this profession again the penalty will likely be much more severe.

It is our desire that a strong message is sent to the public, other Registrants and particularly insurers that we consider this conduct to be unethical and unprofessional. We sincerely hope that the lessons of this experience will remain with you as long as you are a member of our profession.