

IN THE MATTER OF A HEARING OF THE HEARING TRIBUNAL
INTO THE CONDUCT OF

ANOLA DASOUKI, RO #1343

JALAL DASOUKI, RO #1474

LAMIA DASOUKI, RO #1654

ALFONSO AL-DASSOUKI, RO#1715

and **SAHAR AMIRI**, RO #2100

PURSUANT TO *THE HEALTH PROFESSIONS ACT*, being

Chapter H-7 of the Revised Statutes of Alberta

Hearing held September 11, 2017 at Field Law LLP, Calgary, Alberta

DECISION OF THE HEARING TRIBUNAL

Hearing Tribunal

Udo Hanebaum, Hearing Chair
Juane Priest, Public Member
Dan Losey, Tribunal Member
Sylvia Mik, Tribunal Member

Investigated Members

Not Present

Counsel and Others Present

Mohamed Amery, counsel for the Investigated Members
Gregory D. Sim, counsel for the Complaints Director of the College of Opticians of Alberta
William W. Shores, Q.C., Independent Counsel to the Hearing Tribunal
Julie Therou Zechel, Complaints Director, College of Opticians of Alberta
Kristie Murray, Member Services Coordinator, College of Opticians of Alberta
Lisa Bannerman, College of Opticians of Alberta

Karoline Schumann, Dicta Court Reporting

BACKGROUND TO THE HEARING

1. The Hearing Tribunal appointed by the Council of the College of Opticians of Alberta (the "Tribunal") convened on September 11, 2017 in relation to the allegations against Anola Dasouki, RO #1343, Jalal Dasouki, RO #1474, Lamia Dasoukis, RO #1654, Alfonso Al-Dassouki, RO #1715 and Sahar Amiri, RO #2100 (the "Investigated Members") as laid out in the Notices of Hearing and Allegations issued March 16, 2017. Independent Legal Counsel, Mr. William Shores, Q.C., was present to provide advice to the Hearing Tribunal.
2. Counsel for the Complaints Director of the College of Opticians of Alberta (the "Complaints Director"), Mr. Gregory Sim, was present and made submissions on behalf of the Complaints Director.
3. The Investigated Members were not present, but were represented by legal counsel, Mr. Mohamed Amery. Mr. Amery made all submissions on behalf of the Investigated Members. Mr. Amery provided a reasonable explanation for the absence of the Investigated Members relating to a family circumstance. Mr. Sim did not object to their absence.
4. The Hearing Tribunal accepted the explanation for the absence of the Investigated Members.
5. This Hearing proceeded on the basis of an Agreed Statement of Facts and Joint Submissions on Penalty.
6. Counsel for the Investigated Members and counsel for the Complaints Director presented to the Tribunal two packages of materials which were marked as Exhibits:
 - Exhibit 1 – Agreed Statement of Facts and Acknowledgement of Unprofessional Conduct, signed by all Investigated Members on September 8, 2017 and also signed by Julie Therou, Complaints Director.
 - Exhibit 2 – Joint Submission on Penalty signed by all Investigated Members on September 8, 2017 and also signed by Julie Therou, Complaints Director.

7. Counsel also presented a number of cases and decisions from other Boards for the consideration of the Tribunal.

AGREED STATEMENT OF FACTS AND ACKNOWLEDGEMENT OF UNPROFESSIONAL CONDUCT

8. The Agreed Statement of Facts reads as follows:

(a) Background

9. On November 3, 2015, the College of Opticians of Alberta ("the College") received a complaint (the "Complaint") from Dr. Yogesh Patel, an optometrist, pursuant to s. 54(1) of the Health Professions Act ("the Act") against Anola Dasouki and Jalal Dasouki, registered opticians. The Complaint also identified a corporation called Eyecicle Eyewear Ltd. ("Eyecicle") in Calgary, Alberta, and alleged that improper or illegal activities were taking place at Eyecicle. A copy of Dr. Patel's e-mailed complaint is attached at TAB 1.
10. Subsequently, the Complaints Director for the College ("the Complaints Director"), received further information and determined that Lamia Dasouki, Alfonso al-Dassouki and Sahar Amiri, all registered opticians and employees at Eyecicle, were also persons of interest in relation to the Complaint. To avoid confusion, the investigated members ("the Investigated Members") will be henceforth referred to by their first names, Anola, Jalal, Lamia, Alfonso and Sahar.
11. In accordance with s. 55(2)(d) of the Act, the Complaints Director for the College appointed Thomas Dunlop of T.W. Dunlop & Associates Security Consultants Ltd. ("the Investigator") to conduct an investigation. The Investigator retained Holly Keyko, Able Translations Ltd. and Tim Tait to assist with the investigation. The Investigated Members received notice of the Complaint and the investigation by letter dated December 18, 2015. A copy of the notice of Complaint and investigation is attached at TAB 2.
12. Notices of Hearing and Allegations respecting the Complaint and investigation were served on each of Anola, Jalal, Lamia, Alfonso and Sahar by letters. A copy of the Notices of Hearing and Allegations dated March 16, 2017, respecting each of Anola, Jalal, Lamia, Alfonso and Sahar are attached at TAB

(b) **Conduct In Issue**

5. The conduct alleged and in issue with respect to each of Anola, Jalal, Lamia, Alfonso and Sahar is set out in the Notices of Hearing and Allegations attached at **TAB 3**.

(c) **Background Facts Relating to Allegations**

6. The Investigated Members were regulated members of the College at all material times for each of the allegations that pertain to them. In particular:
- a. Anola was initially registered as an RO with the College in July 2003, and has been a continually registered optician in Alberta since that time. In 2004, Anola became a contact lens student at NAIT and following completion of the NAIT contact lens program, became a Provisional Contact Lens Practitioner ("PCLP"). In 2008 and 2012, she was unsuccessful in challenging the national licensing exam and has made no further attempts to do so since that time. Consequently, she is not authorized to practice as a contact lens practitioner, except under the supervision of a Registered Contact Lens Practitioner ("RCLP").
 - b. Jalal was initially registered as an RO with the College in January 2006 and has been continually registered as an RO since that time.
 - c. Lamia was initially registered as an RO with the College in August 2011 and has been continually registered as a registered optician in Alberta since that time. From September 2006 to May 2008, she was a student optician and from May 2008 to August 2011, she was a provisional optician. As a student and as a provisional optician, she was authorized to practice only under the supervision of a RO.
 - d. Alfonso was initially registered as an RO with the College in March 2011 and has been continually registered as a registered optician in Alberta since that time.
 - e. Sahar was initially registered as an RO with the College on March 9, 2015. Prior to that, she was a student optician from August 2012 to May 2014, then a provisional optician from May 2014 to March 2015. As a student and as a provisional optician, she was authorized to practice only under the supervision of a RO.
7. Eyecicle is an active Alberta corporation with a registered and records office address of 21, 4525 52 Street NE, Calgary, Alberta, T1Y 7M3. It also operates an optical shop out of this address. Anola is the director and co-owner of Eyecicle, with Siham Dasouki as the other director and co-owner. A copy of a recent corporate search of Eyecicle is attached at **TAB 4**.

8. All of Jalal, Lamia, Alfonso and Sahar were employees of Eyecicle at the relevant time of the allegations that pertain to them and continue to be employed at Eyecicle.
9. All of the Investigated Members were governed by and required to comply with the Act, Regulations, Standards of Practice: College of Opticians of Alberta, Code of Ethics and Bylaws as they applied at the relevant time.
10. The Standards of Practice that the Investigated Members were required to comply with include in particular:
 - a. Standard of Practice 2, which requires that each RO is responsible to practice at all times within their competence limitations;
 - b. Standard of Practice 3, which requires that each RO is responsible for ensuring that their place of employment has the appropriate facilities, tools and equipment to allow them to comply with the standards of practice. This means, in particular:
 - A licensed eyeglass optician must be on the premises when eyeglasses are being dispensed and is accountable for all eyeglasses sold, dispensed or adjusted from the dispensary;
 - A contact lens practitioner must be on the on the premises when contact lenses are dispensed and no person may dispense contact lenses without the permission of an RCLP.
 - c. Standard of Practice 5, which requires that each RO is responsible for ensuring that he or she complies with appropriate privacy legislation. This includes the requirement of maintaining all patient files for a minimum of ten years from the date of last entry by recording certain information and ensuring that the file containing the information remains accessible to the patient.
 - d. Standard of Practice 6, which requires that each RO will recognize limitations in expertise or scope and therefore the need for referral.
 - e. Standard of Practice 7, which requires that each RO who is a practicum supervisor is responsible for all activities carried out by a student under his or her supervision.
 - f. Standard of Practice 8, which requires that each RO comply with the Code of Ethics.
 - g. Standard of Practice 10, which requires that each RO is responsible for ensuring proper laws are adhered to where they are employed.

A copy of the applicable standards of practice, namely the Standards of Practice: College of Opticians of Alberta, updated March 2009, is attached at **TAB 5**.

11. The provisions of the Code of Ethics that the Investigated Members were required to comply with include in particular:
 - a. Code of Ethics 1, to keep the welfare of the customer or patient uppermost at all times;
 - b. Code of Ethics 4, to assist in maintaining the integrity of the profession, contribute to and participate in its activities, and to encourage and support the education of all individuals in the profession;
 - c. Code of Ethics 6, to be professionally responsible for all services rendered by me and those under my supervision;
 - d. Code of Ethics 7, to practice in accordance with the Opticians Profession Regulation and the Health Professions Act, and always within limitations of my level of competence.

A copy of the applicable Code of Ethics is attached at **TAB 6**.

(d) Facts Relating to Specific Allegations against Anola

Allegation #1: In or about August to November 2012, disposing of patients' records, including but not limited to sight testing files and contact lens files, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; sections 1(1)(pp)(ii) or (iii) of the HPA or the Health Information Act, R.S.A. 2000, c. H-5 ("HIA").

12. Anola has been the owner and director of Eyecicle since its incorporation in 2003 and continues in that capacity today. Anola is also the senior and responsible RO at Eyecicle, who is responsible for Eyecicle's day-to-day operations as well as the actions of Eyecicle's staff when acting in the course of their employment with Eyecicle.
13. Pursuant to Standard of Practice 5, Anola was required to maintain Eyecicle's patient files for a minimum of ten years from the date of last entry. Anola acknowledges that at all times she had control over Eyecicle's patient files and that she bore the responsibility of maintaining Eyecicle's patient files in accordance with Standard of Practice 5.
14. On May 11, 2016, Tim Tait, who had been retained by the Investigator to assist with the investigation and while acting in course of the investigation, downloaded Eyecicle's patient files from its computer database. Upon examination, however, the Investigator determined that Eyecicle's patient files

were missing documents older than August 2012, including patient sight testing records and contact lens files ("the Missing Documents").

15. In approximately June 2016, the Investigator requested that Anola produce the Missing Documents. This request was made both via e-mail and in telephone conversation with Anola.
16. By e-mail and telephone conversation dated June 12, 2016, Anola advised the Investigator that she could not produce the Missing Documents because she had caused patient files including the Missing Documents to be shredded in October or November 2012.
17. Anola admits that she disposed of patients' records including but not limited to sight testing files and contact lens files, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; sections 1(1)(pp)(ii) or (iii) of the HPA or the Health Information Act, R.S.A. 2000, c. H-5 ("HIA").

Allegation #2: In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

18. Between January 2013 and May 2016, Eyecicle employees engaged in a practice whereby an Eyecicle optician or other employee would submit a claim to a third-party insurance carrier for fictitious supplies or services or for an amount that exceeded the cost of the services and supplies actually provided by Eyecicle.
19. On some occasions, the excess amount would be held by Eyecicle as a credit against future services, resulting in the client being required to return to Eyecicle in order to access the remainder of his vision benefits. This resulted in monetary benefits to Eyecicle and by extension to Anola, its co-owner, including the following: payment for services and supplies not actually provided; purchases that may not have been medically necessary and the guaranteed return of customers.
20. Anola acknowledges that she was aware that the practice referenced in the two immediately preceding paragraphs took place at Eyecicle and that she permitted this practice to occur and instructed employees to engage in this practice.

21. In particular, Anola acknowledges that the following incidents took place with her knowledge and consistent with the instructions she had provided to her employees:
- a. On March 24, 2015, patients HI and MS, who shared the same residence and telephone number, attended at Eyecicle for an eye appointment. HI and MS were both eligible for vision care benefits from Alberta Blue Cross's Alberta Human Services Supports for Independence ("AISH") program. HI was prescribed lenses and was dispensed new lenses for his existing frames at the cost of \$83.94 while MS was evaluated as not having sufficiently poor vision to warrant corrective lenses. Nevertheless, the Eyecicle optician who submitted the claim to HI and MS's insurer, Alberta Blue Cross, billed the insurer \$308 for HI to cover two sets of lenses as well as a pair of sunglasses. The Eyecicle optician also billed MS \$154.60 for a frame-and-lens package that MS did not receive. These amounts were subsequently paid to Eyecicle, which benefited from the overbilling.
 - b. On November 18, 2014, client AK attended at Eyecicle to obtain contact lenses. AK was eligible for vision benefits from Alberta Child Health Benefit, which provided coverage for eyeglasses and contact lenses, but only if the contact lenses were required for certain medical conditions. AK did not have any of the required medical conditions for contact lens coverage. Nevertheless, Sahar, who was a student optician at this time, provided AK with contact lenses at a cost of \$160, then processed a claim to Alberta Child Health Benefit on AK's behalf for eyeglasses at a cost of \$163.02, which was subsequently paid to Eyecicle.
22. Anola admits that she failed to ensure claims made to third party insurance carriers submitted by Eyecicle staff were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Allegation #3: In or about the period between January 19, 2016 and February 3, 2016, upon being alerted to an audit to be conducted on behalf of ABC on February 3, 2016, disposing of records of invoices contained in patients' records, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or the HIA.

23. On January 19, 2016, insurance benefit provider Alberta Blue Cross ("ABC") advised Anola that they would be attending at Eyecicle for the purpose of conducting an audit on February 3, 2016. ABC further advised that the audit would look at records from January 1, 2015 to December 31, 2015.

24. In response to the request, Anola advised ABC that Eyecicle was in the process of changing databases and transferring files from their old computer software system, called "Optizone," to their new computer software system, called "Visionary."
25. In fact, in the course of the transfer from Optizone to Visionary, Anola deleted or caused to have deleted patient files ("the Deleted Files") including invoices dated from February 2013 to February 2014 from Optizone. The Deleted Files did not reappear in Visionary.
26. Upon investigation, the Investigator and his team was able to recover a portion of the Deleted Files.
27. Anola admits that upon being alerted to an audit on January 19, 2016 to be conducted on behalf of ABC on February 3, 2016, she disposed of records of invoices contained in patients' records, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or the HIA.

Allegation #4: In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

28. Pursuant to Standard of Practice 3, Eyecicle must have a contact lens practitioner onsite at any time it dispenses or sells contact lenses, and no person may dispense contact lenses without the permission of an RCLP, whose presence and permission is required to ensure that the patient or client's eye care needs have been adequately addressed with respect to contact lenses.
29. Eye care needs include, but are not limited to, the need for a proper evaluation and fitting for contact lenses from a qualified person and the need for education to ensure that the patient or client uses the contact lenses in accordance with practices that promote the person's eye health, such as keeping contact lens usage within appropriate limits.
30. From its inception until the present day, Eyecicle has never had an RCLP of record, nor has it employed an RCLP. Instead, knowledge of contact lens dispensing and sale at Eyecicle resided with Anola, who was a student of NAIT's contact lens program from 2004 to 2007 and became a PCLP thereafter. As set out in the background facts, however, Anola has been unsuccessful in passing the licensing exam and therefore is not qualified to

dispense or sell contact lenses except under the supervision of an actively practicing RCLP.

31. On September 1, 2009, Anola entered into an agreement ("Supervision Agreement") with Sharifa Karami, RCLP #1279, whereby Ms. Karami would provide supervision to Anola at Eyecicle. This would allow Anola and Eyecicle to dispense and sell contact lenses at times when Ms. Karami provided her with supervision. A copy of the Supervision Agreement is attached at **TAB 7**.
32. The Supervision Agreement lasted only until July 2012, when it was terminated by Ms. Karami. Moreover, Ms. Karami during the duration of the Supervision Agreement frequently changed her registration to non-practising status to reflect periods when she was neither available to practice as an RCLP or provide supervision to others. Accordingly, the only periods in which Anola and by extension Eyecicle was able to dispense and sell contact lenses was for two periods, the first between April 20, 2010 and December 22, 2010 ("the 2010 Period") and the second between February 6, 2012 and July 2012 ("the 2012 Period").
33. NA is a longstanding client at Eyecicle who required corrective lenses. On January 27, 2015, NA attended at Eyecicle for the purpose of obtaining corrective contact lenses. Anola dispensed and sold corrective contact lenses to NA, for which NA paid \$40.
34. Anola acknowledges that when she did this, she was not an RCLP nor was any qualified contact lens practitioner onsite. She did not have permission from an RCLP to sell or dispense contact lenses. Nobody provided vision care to NA in relation to the contact lenses NA purchased and therefore Anola's actions exposed NA to risk of harm.
35. Anola admits that she performed the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

Allegation #5: On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics

sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

36. Pursuant to the College's Bylaws, s. 3.13.4, a regulated member is required to prominently display his or her Practice Permit at each location where the member practices opticianry. A copy of the relevant excerpt from the College's Bylaws ratified on June 10, 2013, is attached at **TAB 8**.
37. On December 18, 2015, the Complaints Director appointed the Investigator to investigate the Complaint pursuant to s. 55(2)(d) of the Act and gave notice of the investigation to the Investigated Members accordingly.
38. On May 11, 2016, the Investigator and his team, consisting of Ms. Keyko and Mr. Tait, attended onsite at Eyecicle. None of the Investigator or his team observed the Investigated Members' practice permits displayed anywhere at Eyecicle, contrary to their obligation to "prominently display" them.
39. The Investigator brought this fact to the attention of the Investigated Members, who confirmed that the practice permits were not displayed. After a lengthy search of several hours, some of the Investigated Members were able to find their practice permit, but others were not.
40. Anola admits that on May 11, 2016, she failed to display her practice permit at the Eyecicle location where she practiced, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA

(e) Facts Relating to Specific Allegations against Jalal

Allegation #1: In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Relating to JA, MA, OA, IA and RA:

41. In January 2013, JA was a client at Eyecicle and the father of four children, MA, OA, IA and RA, ages 9, 7, 5 and 2 respectively. All of JA and his children had coverage for prescription eyewear under JA's insurance coverage from FAS Group of Companies ("FAS") to a maximum amount of \$500 per person.

42. On January 4, 2013, Jalal submitted a claim from Eyecicle to JA's insurer FAS for prescription eyewear for each of JA's children in the amounts of \$550 for MA, \$600 for OA, \$500 for IA and \$550 for OA and was paid the maximum \$500 per child amount, for a total payment of \$2,000.
43. There is no indication in Eyecicle files that the children needed or were provided with prescription eyewear around this time. Instead, the payments of \$500 per child were held as a credit in JA's name and recorded on his file.
44. On April 8, 2013, Jalal processed sales to JA for five pairs of non-prescription sunglasses with a total price of over \$800 and applied credits held on JA's file as payment for the sunglasses. The only order on any of the children's files following the insurance claim and payment of January 4, 2013, is for two frames and lenses packages for MA on January 1, 2014, for a total of \$510.

Relating to AS:

45. On June 7, 2013, Jalal submitted a claim from Eyecicle to Sun Life for prescription eyewear for client AS, a seven-year-old child, in the amount of \$350 and received payment for that amount. However, AS's file does not indicate that AS is in need of prescription eyewear and Eyecicle has never placed or received an order for prescription eyewear for AS.

Relating to NM:

46. On November 9, 2013, Jalal provided client NM with non-prescription Ray-ban sunglasses, which were not covered by NM's insurance carrier. Jalal then applied a credit on NM's file for past overpaid insurance monies to the cost of the Ray-ban sunglasses.

Relating to JN and JeN:

47. JN and JeN were relatives and clients of Eyecicle. In November and December 2015, JN and JeN had their vision assessed at Eyecicle and it was confirmed that JN needed corrective lenses but that JeN did not.
48. Jalal ordered a frame and lens package costing \$720 for JN, then submitted an insurance claim for prescription eyewear of \$500 to JN's insurance carrier, which was the maximum allowed. Jalal then submitted an insurance claim for prescription eyewear for \$500 to JeN, even though no prescription eyewear was ordered for JeN.
49. When Eyecicle received \$1,000 for both claims from Sun Life, Jalal applied \$500 from the payment for JN and an additional \$220 from the payment for JeN to pay for JN's prescription eyewear. He then left a credit of \$220 on JeN's account.

50. Jalal acknowledges that he failed to ensure claims made to third party insurance carriers, including but not limited to ABC, Sun Life and FAS, were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Allegation #2: In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

Relating to HC:

51. Jalal:
- a. On November 14, 2009, provided Eyecicle client HC with a free pair of contact lenses with power of -3.75 and -4.00;
 - b. On August 18, 2012, dispensed and sold HC one contact lens for \$45; and
 - c. On June 28, 2013, dispensed and sold HC contact lenses for \$55.

Relating to NA:

52. On February 15, 2013, NA attended at Eyecicle for the purpose of obtaining corrective contact lenses. Jalal dispensed and sold four Acuvue Oasys corrective contact lenses to NA, for which NA paid \$150.

Relating to SR:

53. On August 10, 2012, Jalal dispensed and sold contact lenses to client SR, for which SR paid \$140.
54. Jalal acknowledges that in the incidents involving HC, NA and SR, above, he did not have authorization from an RCLP to dispense or sell contact lenses. He further acknowledges that no qualified contact lens practitioner was onsite to see to the client's vision care needs as required and consequently he dispensed contact lenses without ensuring that the recipient received proper eye care, creating a risk of harm.

55. Jalal admits that single-pair contact lenses are not for sale for prices as low as \$45 and \$55, and that in order to provide such contact lenses, he either broke open a sterile box or sold Eyecicle clients diagnostic pairs of contact lenses that are not available for sale due to the risk of overuse.
56. Jalal admits that he performed the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.
57. In engaging in the conduct set out in relation to this allegation, Jalal did not receive any direct monetary benefit from contact lens dispensing or sale and any monetary benefit that accrued went to Eyecicle and its owners.

Allegation #3: On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

58. The facts set out under Allegation #5 against Anola are hereby adopted.
59. Jalal admits that on May 11, 2016, he failed to display his practice permit at the Eyecicle location where he practiced, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

(f) Facts Relating to Specific Allegations against Lamia

Allegation #1: In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

60. Withdrawn.

Allegation #2: In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose

of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

61. NA is a longstanding client at Eyecicle who required corrective lenses. From 2005 to 2015, he obtained contact lenses through Eyecicle to correct his vision.
62. Lamia had no training as a contact lens practitioner at this time, nor had she received permission from an RCLP to dispense or sell contact lenses to NA. NA was dispensed contact lenses by Lamia on March 30, 2012 and May 1, 2015 without receiving the benefit of assessment, contact lens fitting or education from an RCLP or any other person as required before contact lenses are dispensed or sold.
63. On the following dates, Lamia sold and dispensed contact lenses as follows:
 - a. On March 30, 2012, she provided NA with corrective contact lenses, for which NA paid \$40.
 - b. On May 1, 2015, she provided NA with corrective contact lenses, for which NA paid \$45.
 - c. On April 7, 2011, she provided a pair of Freshlook contact lenses for \$75 and Acuvue contact lenses for \$15 to client NF;
 - d. On May 2, 2014, she provided contact lenses for \$20 to client AM;
 - e. On November 28, 2013, she provided Proclear contact lenses for \$20 to client LG; and
 - f. On January 8, 2011, she provided contact lenses for \$20 to client KH;
64. Lamia acknowledges that on the occasions set out above, she did not have authorization from an RCLP to dispense or sell contact lenses. She further acknowledges that no contact lens practitioner was onsite to see to the client's vision care needs as required.
65. Lamia admits that single-pair contact lenses are not for sale for prices as low as \$20, and that in order to provide such contact lenses, she either broke open a sterile box or sold Eyecicle clients diagnostic pairs of contact lenses that are not available for sale due to the risk of overuse.

66. In engaging in the conduct set out in relation to this allegation, Lamia did not receive any direct monetary benefit from contact lens dispensing or sale and any monetary benefit that accrued went to Eyecicle and its owners.

Allegation #3; On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

67. The facts set out under Allegation #5 against Anola are hereby adopted.
68. Lamia admits that on May 11, 2016, she failed to display her practice permit at the Eyecicle location where she practiced, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

(g) Facts Relating to Specific Allegations against Alfonso

Allegation #1: In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Relating to RT:

69. On January 30, 2013, Alfonso submitted a claim to insurance provider Sun Life for \$355 for a "frame and lens" package for Eyecicle client RT and was paid \$300 for the claim. However, RT had not actually received the frame and lens package. Consequently, Alfonso processed the claim as a credit of \$300 on RT's file.
70. Subsequently, the \$300 credit on RT's file was applied toward a contact lens fitting and contact lenses for another Eyecicle client named "Ahmed" who bears no relation to RT and has no entitlement to RT's vision benefits.

Relating to KF:

71. On March 28, 2015, Alfonso submitted a claim for client KF for \$500 in vision benefits and \$400 in safety glasses to KF's insurer and received payment for

the claimed amount. However, KF did not receive any prescription eyewear from Eyecicle. Instead, the only vision supplies ordered for KF was a pair of sunglasses that were noted to cost \$190, and which are not constructed to be able to contain corrective lenses.

Relating to SY:

72. On August 18, 2014, patient SY attended at Eyecicle for an eye exam and was prescribed reading glasses but not distance glasses.
73. Alfonso provided SY with reading glasses and undertook to make an insurance claim to her insurer, Alberta Blue Cross, which was the third party provider for the government social program Aids to Daily Living, Optical Assistance for Seniors. Instead of claiming for the single pair of reading glasses received by SY at the correct cost of \$154.60, however, he claimed for the reading glasses as well as a second pair of distance glasses that SY did not receive, for a total claim made and received of \$275.10.

Relating to RV and KT:

74. On February 7, 2013, Alfonso submitted a claim for \$730 to Alberta Blue Cross for Eyecicle client RV and received a payment of \$600 from Alberta Blue Cross, which he left as a credit on RV's account. He then applied the \$600 credit toward eye glasses and sunglasses for client KT, who lived with RV at the same address, but who had no entitlement to RV's vision benefits from Alberta Blue Cross.

Relating to LO, LaO, KO and WO:

75. LO, LaO, KO and WO were members of a single family and clients of Eyecicle. All four clients have coverage for vision benefits with Sun Life up to a maximum of \$500 each.
76. On December 8, 2015, Eyecicle employees Sahar and Alfonso submitted claims for each of LO, LaO, KO and WO for the maximum \$500 in vision benefits and received the total amount of \$2,000 in respect of these claims. Instead of keeping the amounts separate for each client, this was then applied to an order for prescription eyewear of \$230 for LaO, \$485 for KO, \$200 for WO and \$600 for LO, with the remainder of \$485 left as a credit on LO's file, even though LO had already exceeded the maximum allowable claim of \$500.
77. Alfonso acknowledges that in engaging in the conduct listed above in relation to RT, KF, SY, RV and KT and the family of LO, LaO, KO and WO, he failed to ensure claims made to third party insurance carriers were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered,

products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Allegation #2: In or about the period between January 2013 and May 2016 failing to supervise staff or students under your supervision adequately or at all, in order to ensure claims made to third party insurance carriers including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS") were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

78. Prior to March 9, 2015, Sahar was not permitted to practice opticianry except under the supervision of an RO.
79. Alfonso was Sahar's supervisor and responsible for ensuring that Sahar practiced in compliance with the Act, Regulations, Standards of Practice, Code of Ethics and applicable Bylaws.
80. From January 2013 to March 2015, Sahar in working under the supervision of Alfonso, made inaccurate statements of services in her submissions of claims to various insurers:
 - a. On April 2, 2014, client JH attended at Eyecicle to obtain a pair of eyeglasses. JH had coverage for AISH vision benefits through Alberta Blue Cross. Sahar ordered JH a single pair of eyeglasses at the cost of \$154.62 for frames, lenses and scratch resistant coating. When Sahar submitted a claim to JH's provider, however, she claimed an amount of \$309.24 for two complete pairs of eyeglasses, which was not accurate.
 - b. Client RA, a minor eligible for benefits for corrective eyewear under Alberta Blue Cross Child Health Benefits, was assessed as not needing corrective eyewear. Nevertheless, Sahar submitted a claim on Eyecicle's behalf for corrective eyewear for RA on February 23, 2013 in the amount of \$154.60, then another claim for corrective eyewear for RA in the same amount on October 1, 2014. Both claims were paid to Eyecicle by Alberta Blue Cross Child Health Benefits. None of the money was actually used for corrective eyewear for RA, although some of the money was used to pay for additional corrective eyewear for RA's sister RoA, who had previously exhausted her benefits under Alberta Blue Cross Child Health Benefits.
81. Alfonso admits that he failed to supervise Sahar adequately or at all, in order to ensure claims made to third party insurance carriers were accurate statements of services rendered to clients, products supplied to clients or fees charged to

clients, or the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

Allegation #3: In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

82. On the following dates, Alfonso sold and dispensed contact lenses as follows:
 - a. March 19, 2011, when he provided one pair of contact lenses for \$15 to client KH;
 - b. October 23, 2012, when he provided one pair of contact lenses for \$15 to client LG;
 - c. November 17, 2012, when he provided one pair of contact lenses for \$15 to client LG;
 - d. October 15, 2014, when he provided one pair of contact lenses for \$15 to client LG;
 - e. March 14, 2014, when he provided two pairs of contact lenses for \$20 to client CR;
 - f. April 8, 2015, when he provided one pair of contact lenses for \$25 to client KA;
 - g. June 26, 2015, when he provided one pair of contact lenses for \$15 to client KH; and
 - h. October 2, 2015, when he provided one pair of contact lenses for \$15 to client AF.
83. Alfonso acknowledges that on the occasions set out in the immediately preceding paragraph,
 - a. he did not have authorization from an RCLP to dispense or sell contact lenses;

- b. no contact lens practitioner was onsite to see to the client's vision care needs as required; and
 - c. single-pair contact lenses are not for sale for prices as low as \$20, and that in order to provide such contact lenses, he either broke open a sterile box or sold Eyecicle clients diagnostic pairs of contact lenses that are not available for sale due to the safety risks such as overuse.
84. Alfonso admits that he performed the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

Allegation #4: On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics section 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

85. The facts set out under Allegation #5 against Anola are hereby adopted.
86. Alfonso admits that on May 11, 2016, he failed to display his practice permit at the Eyecicle location where he practiced, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

(h) **Facts Relating to Specific Allegations against Sahar**

Allegation #1: In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

87. Withdrawn.

Allegation #2: In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact

lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

88. Sahar has not received any training with respect to performing the restricted activity of dispensing contact lenses and is not an RCLP authorized to dispense contact lenses.
89. Furthermore, Sahar was aware or should have been aware that Eyecicle did not employ an RCLP, nor was there a qualified contact lens practitioner onsite to provide eye care in relation to contact lenses during the duration of her employment at Eyecicle, except with respect to the 2010 Period and 2012 Period in which Ms. Amiri was active at Eyecicle.
90. Despite this, Sahar did the following:
 - a. On February 11, 2016, Sahar entered a contact lens order for AT for contact lenses with power of -3.00 in both eyes. She then dispensed and sold AT \$80 worth of contact lenses.
 - b. On September 27, 2014, Sahar dispensed and sold contact lenses to client JM, charging her \$55 for the contact lenses.
 - c. On May 23, 2014, Sahar dispensed and sold contact lenses to client AK, charging him \$20.
 - d. On October 30, 2015, Sahar dispensed and sold one pair of contact lenses to client HK, charging him \$15.
 - e. On September 27, 2014, Sahar sold and dispensed contact lenses for \$55 to client JM;
 - f. October 30, 2015, Sahar provided one pair of contact lenses for \$15 to client HK.
 - g. On January 15, 2014, Sahar provided corrective contact lenses to HC for the price of \$120, processed by Sahar;
 - h. On November 25, 2014, Sahar provided corrective contact lenses to HC for the price of \$110;
 - i. On October 22, 2015, Sahar provided corrective contact lenses to HC for the price of \$120; and
 - j. On February 19, 2016, Sahar provided eight contact lenses to HC for the price of \$400.

91. Sahar acknowledges that on the occasions set out in the immediately preceding paragraph above,
- a. she did not have permission from an RCLP to dispense or sell contact lenses;
 - b. no contact lens practitioner was onsite to see to the client's eye care needs were met as required; and
 - c. single-pair contact lenses are not for sale for prices of \$20 or less, and that in order to provide such contact lenses, she either broke open a sterile box or sold Eyecicle clients diagnostic pairs of contact lenses that are not available for sale due to the risk of overuse, thereby exposing members of the public to safety risk.
92. Sahar admits that she performed the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

Allegation #3: On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

93. The facts set out under Allegation #5 against Anola are hereby adopted.
94. Sahar admits that on May 11, 2016, she failed to display his practice permit at the Eyecicle location where she practiced, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.

B. ADMISSION OF UNPROFESSIONAL CONDUCT

95. Anola admits that she engaged in unprofessional conduct by doing each and every one of the following:
- 1. *In or about August to November 2012, disposing of patients' records, including but not limited to sight testing files and contact lens files, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; sections 1(1)(pp)(ii) or (iii) of the HPA or the Health Information Act, R.S.A. 2000, c. H-5 ("HIA").*

2. *In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.*
 3. *In or about the period between January 19, 2016 and February 3, 2016, upon being alerted to an audit to be conducted on behalf of ABC on February 3, 2016, disposing of records of invoices contained in patients' records, contrary to the COA Code of Ethics sections 1 or 6; COA Standards of Practice 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or the HIA.*
 4. *In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.*
 5. *On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.*
96. Jalal admits that he engaged in unprofessional conduct by doing each and every one of the following:
1. *In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.*

2. *In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.*
 3. *On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.*
97. Lamia admits that she engaged in unprofessional conduct by doing each and every one of the following:
1. *Withdrawn.*
 2. *In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.*
 3. *On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.*
98. Alfonso admits that he engaged in unprofessional conduct by doing each and every one of the following:
1. *In or about the period between January 2013 and May 2016 failing to ensure claims made to third party insurance carriers, including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS"), were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the*

date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.

2. *In or about the period between January 2013 and May 2016 failing to supervise staff or students under your supervision adequately or at all, in order to ensure claims made to third party insurance carriers including but not limited to Alberta Blue Cross ("ABC"), Sun Life Financial ("Sun Life") and Funds Administrator Service Inc. ("FAS") were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA.*
 3. *In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.*
 4. *On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.*
99. Sahar admits that she engaged in unprofessional conduct by doing each and every one of the following:
1. *Withdrawn.*
 2. *In or about the period between January 2005 and March 2016, performing the restricted activity of dispensing corrective lenses for the purpose of dispensing contact lenses without authorization, including but not limited to the dispensing and sale of diagnostic contact lenses or individual pairs of contact lenses, contrary to the COA Code of Ethics sections 1, 4, 5 or 6; COA Standards of Practice 2, 3, 5, 6, 8 or 10; section 11(1) of the Opticians Profession Regulation, Alta. Reg. 45/2011 (the "Regulation"); sections 1(1)(pp)(i), (ii), (iii) or*

(xii) of the HPA or sections 2(1)(r) and 4 of the Government Organization Act, R.S.A. 2000, c. G-10.

3. *On or about March 11, 2016, failing to display the regulated member's practice permit at the Eyecicle location where the regulated member practices, contrary to the COA Bylaws section 3.13.4; COA Code of Ethics sections 4 or 6; COA Standards of Practice 3 or 10; or section 1(1)(pp)(ii) of the HPA.*

100. The Investigated Members each acknowledge that, in the circumstances, their conduct amounts to unprofessional conduct within the meaning of s. 1(1)(pp) of the Act, which defines "unprofessional conduct" as inclusive of the following:

- a. displaying a lack of knowledge of or lack of skill or judgment in the provision of professional services; and
- b. contravention of the Act, a code of ethics or standards of practice;
- c. contravention of another enactment that applies to the profession;
- d. failure or refusal to comply with a request of or co-operate with an investigator; and
- e. conduct that harms the integrity of the regulated profession.

A copy of the definition of "unprofessional conduct" is attached at **TAB 9**.

JOINT SUBMISSION ON PENALTY

9. The Investigated Members and the Complaints Director jointly recommended that the Hearing Tribunal impose the following orders:

1. As against Anola Dasouki:

- a. The Hearing Tribunal's written reasons for decision ("the Decision") shall serve as a reprimand.
- b. The Investigated Member shall pay a fine in the amount of \$10,000 to the College in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.
- c. The Investigated Member's practice permit and authorization to practice shall be suspended for a period of 5 months, which suspension shall be served in one single, continuous period within one year of service of the Decision at a time to be mutually determined by the Investigated Member and the Complaints Director.
- d. The Investigated Member shall complete the COA Code of Conduct Course (4 modules) at the member's expense within six (6) months of service of the Decision.
- e. The Investigated Member shall submit to up to two (2) random practice visit inspections over a period of one (1) year, the cost of which shall be invoiced to the Investigated Member, who shall pay the cost forthwith but in any event not later than 30 days after service of the invoice;
- f. The Investigated Member shall pay forty per cent (40%) of the investigation and hearing costs as set out in paragraph 6(a) and in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.

2. As against Jalal Dasouki:

- a. The Hearing Tribunal's written reasons for decision ("the Decision") shall serve as a reprimand.
- b. The Investigated Member shall pay a fine in the amount of \$2,500 to the College in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.
- c. The Investigated Member's practice permit and authorization to practice shall be suspended for a period of one (1) month, which suspension shall be served in one single, continuous period within one year of service of the

Decision at a time to be mutually determined by the Investigated Member and the Complaints Director.

- d. The Investigated Member shall complete the COA Code of Conduct Course (4 modules) at the member's expense within six (6) months of service of the Decision.
- e. The Investigated Member shall submit to up to two (2) random practice visit inspections over a period of one (1) year, the cost of which shall be invoiced to the Investigated Member, who shall pay the cost forthwith but in any event not later than 30 days after service of the invoice;
- f. The Investigated Member shall pay thirty per cent (30%) of the investigation and hearing costs as set out in paragraph 6(a) and in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.

3. As against Lamia Dasouki:

- a. The Hearing Tribunal's written reasons for decision ("the Decision") shall serve as a reprimand.
- b. The Investigated Member shall complete the COA Code of Conduct Course (4 modules) at the member's expense within six (6) months of service of the Decision.
- c. The Investigated Member shall submit to up to two (2) random practice visit inspections over a period of one (1) year, the cost of which shall be invoiced to the Investigated Member, who shall pay the cost forthwith but in any event not later than 30 days after service of the invoice;
- d. The Investigated Member shall pay ten per cent (10%) of the investigation and hearing costs as set out in paragraph 6(a) and in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.

4. As against Alfonso Al-Dassouki:

- a. The Hearing Tribunal's written reasons for decision ("the Decision") shall serve as a reprimand.
- b. The Investigated Member shall pay a fine in the amount of \$2,500 to the College in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.
- c. The Investigated Member's practice permit and authorization to practice shall be suspended for a period of one (1) month, which suspension shall be served in one single, continuous period within one year of service of the

Decision at a time to be mutually determined by the Investigated Member and the Complaints Director.

- d. The Investigated Member shall complete the COA Code of Conduct Course (4 modules) at the member's expense within six (6) months of service of the Decision.
- e. The Investigated Member shall submit to up to two (2) random practice visit inspections over a period of one (1) year, the cost of which shall be invoiced to the Investigated Member, who shall pay the cost forthwith but in any event not later than 30 days after service of the invoice;
- f. The Investigated Member shall pay ten per cent (10%) of the investigation and hearing costs as set out in paragraph 6(a) and in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.

5. As against Sahar Amiri:

- a. The Hearing Tribunal's written reasons for decision ("the Decision") shall serve as a reprimand.
- b. The Investigated Member shall complete the COA Code of Conduct Course (4 modules) at the member's expense within six (6) months of service of the Decision.
- c. The Investigated Member shall submit to up to two (2) random practice visit inspections over a period of one (1) year, the cost of which shall be invoiced to the Investigated Member, who shall pay the cost forthwith but in any event not later than 30 days after service of the invoice;
- d. The Investigated Member shall pay ten per cent (10%) of the investigation and hearing costs as set out in paragraph 6(a) and in accordance with the payment schedule set out in paragraph 6(b) of this Joint Submission on Penalty.

6. As against all of the Investigated Members:

- a. The costs of investigation and hearing from which each of their proportionate shares shall be determined are as follows:
 - i. Costs of investigation: \$25,000.
 - ii. Hearing costs: 80% of actual hearing costs.
- b. The costs and penalty for each of the Investigated Members shall be paid in three equal instalments over three years, with the first instalment due within one (1) year of service of the Decision, the second instalment due

within two (2) years of service of the Decision, and the final instalment due within three (3) years of service of the Decision.

- c. Each of the Investigated Members shall provide the College with his or her contact information, including home mailing address, home and cellular telephone numbers, current e-mail address and current employment information. Each of the Investigated Members will keep his or her contact information current with the College on an ongoing basis.
- d. Should any of the Investigated Members be unable to comply with any of the deadlines for completion of the penalty orders identified above, any of the Investigated Members may request an extension by submitting to the Complaints Director prior to the deadline a request in writing stating a reason for requesting the extension and a reasonable time frame for completion.
- e. Should any of the Investigated Members fail or be unable to comply with any of the above orders for penalty, or if any dispute arises regarding the implementation of these orders, the Complaints Director may do any or all of the following:
 - i. Refer the matter back to the Hearing Tribunal, which shall retain jurisdiction with respect to penalty;
 - ii. Treat the Investigated Member's non-compliance as information under s. 56 of the Act and seek an immediate interim suspension in accordance with s. 65 of the Act, which the Investigated Member shall agree to; or
- f. In the case of non-payment of costs, fine or penalty described above, suspend the practice permit of the Investigated Member until such costs, fine or penalty are paid in full or the Complaints Director is satisfied that such costs are being paid in accordance with a schedule of payment agreed to by the Complaints Director.

DECISION

- 10. The Hearing Tribunal accepts the Agreed Statement of Facts and Acknowledgement of Unprofessional Conduct and Joint Submission on Penalty.
- 11. The Hearing Tribunal further directs under section 80(2) of the *Health Professions Act* that the Hearing Director send a copy of this written decision to the Minister of Justice and Solicitor General because in the view of the Tribunal there are reasonable and probable grounds to believe that one or more of the Investigated Members have committed a criminal offence.

REASONS FOR DECISION

Finding of Unprofessional Conduct and Decision to accept Joint Submission

12. The Hearing Tribunal is aware that it has a duty to carefully scrutinize an agreed statement of facts, acknowledgement of unprofessional conduct and joint submission. It is also aware that it should not depart from a joint submission unless the proposed sanctions are unfit or unreasonable or contrary to the public interest.
13. The Hearing Tribunal finds that each of the Investigated Members engaged in "unprofessional conduct" as that term is defined in section 1(1)(pp) of the *Health Professions Act* based on the specific admissions that each of them made in their Acknowledgements of Unprofessional Conduct.
14. The Hearing Tribunal accepted the Joint Submission on Penalty because in its view, the Joint Submission was consistent with the public interest and the proposed sanctions are reasonable and appropriate. The penalties in the Joint Submission reflected the seriousness of the admitted conduct (having regard for the Agreed Statement of Facts and Acknowledgement of Unprofessional Conduct) and appropriately balanced aggravating factors against mitigating factors. The penalties in the Joint Submission on Penalty will serve to protect the public, deter these Investigated Members from engaging in this type of conduct again and deter other members of the College from engaging in this sort of conduct.
15. The Hearing Tribunal, for reasons set out below, considers that there is another serious societal dimension to the admitted conduct that warrants referral to the Minister of Justice for her to assess whether an investigation of fraud should be initiated under the Criminal Code.

Reasons in respect of Anola Dasouki

16. After careful review, the Hearing Tribunal accepted the Agreed Statement of Facts, Acknowledgement of Unprofessional Conduct and Joint Submission in relation to Anola Dasouki.

17. Given Anola Dasouki's leadership and ownership position within the company, the Hearing Tribunal found the sanctions to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Anola Dasouki.

Reasons in respect of Jalal Dasouki

18. After careful review, the Hearing Tribunal accepted the Agreed Statement of Facts, Acknowledgement of Unprofessional Conduct and Joint Submission in relation to Jalal Dasouki.
19. Jalal Dasouki had the status of an employee within the company. In this context, the Hearing Tribunal found the sanctions to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Jalal Dasouki.

Reasons in respect of Lamia Dasouki

20. After careful review, the Hearing Tribunal accepted the Agreed Statement of Facts, Acknowledgement of Unprofessional Conduct and Joint Submission in relation to Lamia Dasouki.
21. Lamia Dasouki had the status of an employee within the company. In this context, the Hearing Tribunal found the sanctions to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Lamia Dasouki.

Reasons in respect of Alfonso Al-Dassouki

22. After careful review, the Hearing Tribunal accepted the Agreed Statement of Facts, Acknowledgement of Unprofessional Conduct and Joint Submission in relation to Alfonso Al-Dassouki.

23. Alfonso Al-Dassouki, while an employee held a leadership position. In this context, the Hearing Tribunal found the sanctions, which were more severe than those applied to other employees, to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Alfonso Al-Dassouki.

Reasons in respect of Sahar Amiri

24. After careful review, the Hearing Tribunal accepted the Agreed Statement of Facts, Acknowledgement of Unprofessional Conduct and Joint Submission in relation to Sahar Amiri.
25. Sahar Amiri had the status of an employee within the company. In this context, the Hearing Tribunal found the sanctions to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Sahar Amiri.
26. In this context, the Hearing Tribunal found the sanctions, which were more severe than those applied to other employees, to be appropriate, reasonable and consistent with the public interest. The Hearing Tribunal could find no reason in the evidence as set out in the Agreed Statement of Facts that provided any justification for the conduct of Alfonso Al-Dassouki.

DIRECTION TO SEND A COPY OF THE WRITTEN DECISION TO THE MINISTER OF JUSTICE

27. Section 80(2) of the Alberta Health Professions Act provides:

If the hearing tribunal is of the opinion that there are reasonable and probable grounds to believe that the investigated person has committed a criminal offence, the hearing tribunal must direct the hearings director to send a copy of the written decision under section 83 to the Minister of Justice and Solicitor General and on the request of the Minister of Justice and Solicitor General also send a copy of the record of the hearing.

28. The tribunal believes that the facts that have been admitted in this case constitute reasonable and probable grounds that fraud may have been committed. In the

tribunal's opinion the actions of one or more of the investigated persons constitute fraud and the admissions made support that view.

29. Section 380 of the Criminal Code provides:

Fraud

380 (1) Everyone who, by deceit, falsehood or other fraudulent means, whether or not it is a false pretence within the meaning of this Act, defrauds the public or any person, whether ascertained or not, of any property, money or valuable security or any service,

(a) is guilty of an indictable offence and liable to a term of imprisonment not exceeding fourteen years, where the subject-matter of the offence is a testamentary instrument or the value of the subject-matter of the offence exceeds five thousand dollars; or

(b) is guilty

(i) of an indictable offence and is liable to imprisonment for a term not exceeding two years, or

(ii) of an offence punishable on summary conviction, where the value of the subject-matter of the offence does not exceed five thousand dollars.

30. The matters giving rise to the hearing tribunal's opinion flow from the following admitted facts:

With respect to Anola Dasouki

31. Between January 2013 and May 2016, Eyecicle employees engaged in a practice whereby an Eyecicle optician or other employee would submit a claim to a third-party insurance carrier for fictitious supplies or services or for an amount that exceeded the cost of the services and supplies actually provided by Eyecicle.
32. On some occasions, the excess amount would be held by Eyecicle as a credit against future services, resulting in the client being required to return to Eyecicle in order to access the remainder of his vision benefits. This resulted in monetary benefits to Eyecicle and by extension to Anola, its co-owner, including the following: payment for services and supplies not actually provided; purchases that may not have been medically necessary and the guaranteed return of customers.

33. Anola acknowledges that she was aware that the practice referenced in the two immediately preceding paragraphs took place at Eyecicle and that she permitted this practice to occur and instructed employees to engage in this practice.
34. In particular, Anola acknowledges that the following incidents took place with her knowledge and consistent with the instructions she had provided to her employees:
 - a. On March 24, 2015, patients HI and MS, who shared the same residence and telephone number, attended at Eyecicle for an eye appointment. HI and MS were both eligible for vision care benefits from Alberta Blue Cross's Alberta Human Services Supports for Independence ("AISH") program. HI was prescribed lenses and was dispensed new lenses for his existing frames at the cost of \$83.94 while MS was evaluated as not having sufficiently poor vision to warrant corrective lenses. Nevertheless, the Eyecicle optician who submitted the claim to HI and MS's insurer, Alberta Blue Cross, billed the insurer \$308 for HI to cover two sets of lenses as well as a pair of sunglasses. The Eyecicle optician also billed MS \$154.60 for a frame-and-lens package that MS did not receive. These amounts were subsequently paid to Eyecicle, which benefited from the overbilling.
 - b. On November 18, 2014, client AK attended at Eyecicle to obtain contact lenses. AK was eligible for vision benefits from Alberta Child Health Benefit, which provided coverage for eyeglasses and contact lenses, but only if the contact lenses were required for certain medical conditions. AK did not have any of the required medical conditions for contact lens coverage. Nevertheless, Sahar, who was a student optician at this time, provided AK with contact lenses at a cost of \$160, then processed a claim to Alberta Child Health Benefit on AK's behalf for eyeglasses at a cost of \$163.02, which was subsequently paid to Eyecicle.
35. Anola admits that she failed to ensure claims made to third party insurance carriers submitted by Eyecicle staff were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients.

With respect to Jalal Dasouki*Relating to JA, MA, OA, IA and RA:*

36. In January 2013, JA was a client at Eyecicle and the father of four children, MA, OA, IA and RA, ages 9, 7, 5 and 2 respectively. All of JA and his children had coverage for prescription eyewear under JA's insurance coverage from FAS Group of Companies ("FAS") to a maximum amount of \$500 per person.
37. On January 4, 2013, Jalal submitted a claim from Eyecicle to JA's insurer FAS for prescription eyewear for each of JA's children in the amounts of \$550 for MA, \$600 for OA, \$500 for IA and \$550 for OA and was paid the maximum \$500 per child amount, for a total payment of \$2,000.
38. There is no indication in Eyecicle files that the children needed or were provided with prescription eyewear around this time. Instead, the payments of \$500 per child were held as a credit in JA's name and recorded on his file.
39. On April 8, 2013, Jalal processed sales to JA for five pairs of non-prescription sunglasses with a total price of over \$800 and applied credits held on JA's file as payment for the sunglasses. The only order on any of the children's files following the insurance claim and payment of January 4, 2013, is for two frames and lenses packages for MA on January 1, 2014, for a total of \$510.

Relating to AS:

40. On June 7, 2013, Jalal submitted a claim from Eyecicle to Sun Life for prescription eyewear for client AS, a seven-year-old child, in the amount of \$350 and received payment for that amount. However, AS's file does not indicate that AS is in need of prescription eyewear and Eyecicle has never placed or received an order for prescription eyewear for AS.

Relating to NM:

41. On November 9, 2013, Jalal provided client NM with non-prescription Ray-ban sunglasses, which were not covered by NM's insurance carrier. Jalal then applied a

credit on NM's file for past overpaid insurance monies to the cost of the Ray-ban sunglasses.

Relating to JN and JeN:

42. JN and JeN were relatives and clients of Eyecicle. In November and December 2015, JN and JeN had their vision assessed at Eyecicle and it was confirmed that JN needed corrective lenses but that JeN did not.
43. Jalal ordered a frame and lens package costing \$720 for JN, then submitted an insurance claim for prescription eyewear of \$500 to JN's insurance carrier, which was the maximum allowed. Jalal then submitted an insurance claim for prescription eyewear for \$500 to JeN, even though no prescription eyewear was ordered for JeN.
44. When Eyecicle received \$1,000 for both claims from Sun Life, Jalal applied \$500 from the payment for JN and an additional \$220 from the payment for JeN to pay for JN's prescription eyewear. He then left a credit of \$220 on JeN's account.
45. Jalal acknowledges that he failed to ensure claims made to third party insurance carriers, including but not limited to ABC, Sun Life and FAS, were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients.

With respect to Alfonso Al-Dassouki

Relating to RT:

46. On January 30, 2013, Alfonso submitted a claim to insurance provider Sun Life for \$355 for a "frame and lens" package for Eyecicle client RT and was paid \$300 for the claim. However, RT had not actually received the frame and lens package. Consequently, Alfonso processed the claim as a credit of \$300 on RT's file.
47. Subsequently, the \$300 credit on RT's file was applied toward a contact lens fitting and contact lenses for another Eyecicle client named "Ahmed" who bears no relation to RT and has no entitlement to RT's vision benefits.

Relating to KF:

48. On March 28, 2015, Alfonso submitted a claim for client KF for \$500 in vision benefits and \$400 in safety glasses to KF's insurer and received payment for the claimed amount. However, KF did not receive any prescription eyewear from Eyecicle. Instead, the only vision supplies ordered for KF was a pair of sunglasses that were noted to cost \$190, and which are not constructed to be able to contain corrective lenses.

Relating to SY:

49. On August 18, 2014, patient SY attended at Eyecicle for an eye exam and was prescribed reading glasses but not distance glasses.
50. Alfonso provided SY with reading glasses and undertook to make an insurance claim to her insurer, Alberta Blue Cross, which was the third party provider for the government social program Aids to Daily Living, Optical Assistance for Seniors. Instead of claiming for the single pair of reading glasses received by SY at the correct cost of \$154.60, however, he claimed for the reading glasses as well as a second pair of distance glasses that SY did not receive, for a total claim made and received of \$275.10.

Relating to RV and KT:

51. On February 7, 2013, Alfonso submitted a claim for \$730 to Alberta Blue Cross for Eyecicle client RV and received a payment of \$600 from Alberta Blue Cross, which he left as a credit on RV's account. He then applied the \$600 credit toward eye glasses and sunglasses for client KT, who lived with RV at the same address, but who had no entitlement to RV's vision benefits from Alberta Blue Cross.

Relating to LO, LaO, KO and WO:

52. LO, LaO, KO and WO were members of a single family and clients of Eyecicle. All four clients have coverage for vision benefits with Sun Life up to a maximum of \$500 each.
53. On December 8, 2015, Eyecicle employees Sahar and Alfonso submitted claims for each of LO, LaO, KO and WO for the maximum \$500 in vision benefits and received the total amount of \$2,000 in respect of these claims. Instead of keeping the amounts

separate for each client, this was then applied to an order for prescription eyewear of \$230 for LaO, \$485 for KO, \$200 for WO and \$600 for LO, with the remainder of \$485 left as a credit on LO's file, even though LO had already exceeded the maximum allowable claim of \$500.

54. Alfonso acknowledges that in engaging in the conduct listed above in relation to RT, KF, SY, RV and KT and the family of LO, LaO, KO and WO, he failed to ensure claims made to third party insurance carriers were accurate statements of services rendered to clients, products supplied to clients or fees charged to clients, or were accurate statements of the date that services were rendered, products were supplied or fees were charged to clients, contrary to the COA Code of Ethics sections 1, 4, 6 or 7; COA Standards of Practice 3, 5, 8 or 10; or sections 1(1)(pp)(i), (ii), (iii) or (xii) of the HPA..

Submissions at the hearing

55. At the hearing of this matter, the Hearing Tribunal invited counsel for the College and counsel for the Investigated Members to make submissions on whether or not section 80(2) applied in this case. Counsel submitted that section 80(2) was not previously considered by them and that it was not part of the allegations.

56. Mr Sims, counsel for the College, submitted that:

...throughout the investigation and through the referral of the hearing, the Complaints Director of the College did not address that. We didn't turn our minds to, you know, is there evidence of criminal conduct here.

...that the allegations, the way they are set up, do not allege fraud.....

So we don't take a position on whether or not there are reasonable and probable grounds here

(Transcript, page 58 line 13-21)

57. Mr Amery, counsel for the accused members, submitted:

I have not had the chance to deliberate on this particular issue, but I believe, at the end of the day, there is no specific allegation of fraud, and as far as I read the facts, that's the only path by which a criminal finding could be made.
(Transcript page 59 line 12-15)

58. The Hearing Tribunal has determined that

- although the issue of fraud was not considered by the College or counsel for the investigated members; and
- although fraud was not specifically alleged in the Notice of Hearing

the Hearing Tribunal is not prevented from forming the opinion that the admitted facts and admissions provide reasonable grounds for believing that there was fraud by one or more of the Investigated Members. Where, as in this case, the tribunal is of the opinion that there are reasonable and probable grounds to believe that an investigated person has committed a criminal offence, the hearing tribunal must direct the hearings director to send a copy of the written decision under section 83 to the Minister of Justice.

59. The Hearing Tribunal gave serious consideration to Mr. Amery's argument that "there is no specific allegation of fraud, and as far as I read the facts, that's the only path by which a criminal finding could be made". In making its direction to have the Decision referred to the Minister of Justice, the Hearing Tribunal has not made a criminal finding of fraud against the Investigated Members. The Tribunal has formed the opinion, based on the evidence before it, that there is more than a suspicion of fraud, there is a credible basis that fraud has probably occurred. The Hearing Tribunal recognizes that ultimately, the Minister of Justice will decide whether to refer the matter to be investigated under the Criminal Code and if she does, there may be a police investigation. The police will determine whether there are grounds for charges and a prosecutor will determine whether a prosecution should proceed. If a prosecution does proceed, a Court will decide if the charges are proven beyond a reasonable doubt. The direction made by the tribunal is simply the first step in a process that is expressly contemplated under the *Health Professions Act*.

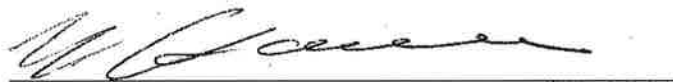
60. In conclusion, the Hearing Tribunal is of the opinion that there are reasonable and probable grounds to believe that fraud may have been committed. Therefore the Tribunal must direct the hearings director to send a copy of this written decision to the Minister of Justice and Solicitor General.

CONCLUSION

61. The Hearing Tribunal accepts the Agreed Statement of Facts and Acknowledgement of Unprofessional Conduct of Anola Dasouki, Jalal Dasouki, Lamia Dasouki, Alfonso Al-Dasouki and Sahar Amiri and finds them guilty of unprofessional conduct.
62. The Hearing Tribunal accepts the proposed sanctions and orders them to come in effect for each of the Investigated Members.
63. The Tribunal further directs under section 80(2) of the Health Professions Act that the Hearing Director send a copy of this written decision to the Minister of Justice and Solicitor General because in the view of the Hearing Tribunal there are reasonable and probable grounds to believe that one or more of the Investigated Members have committed a criminal offence

DATED at Lethbridge, in the Province of Alberta, this 7th day of December, 2017

On behalf of the Hearing Tribunal



Udo Hanebaum, Hearing Chair