NOTICE OF PUBLICATION BAN

In the College of Physicians and Surgeons of Ontario and Dr. Innocent Chukwudumebi Okafor, this is notice that the Discipline Committee ordered that no person shall publish or broadcast the names of the individuals referred to as Patient A and/or Patient B referred to orally or in the exhibits filed at the hearing, or any information that could identify the individuals referred to as Patient A and/or Patient B, under subsection 47(1) of the Health Professions Procedural Code (the "Code"), which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended.

Subsection 93(1) of the Code, which is concerned with failure to comply with these orders, reads:

> Every person who contravenes an order made under … section 45 or 47… is guilty of an offence and on conviction is liable,
>
> (a) in the case of an individual to a fine of not more than $25,000 for a first offence and not more than $50,000 for a second or subsequent offence; or
>
> (b) in the case of a corporation to a fine of not more than $50,000 for a first offence and not more than $200,000 for a second or subsequent offence.

DISCIPLINE COMMITTEE
COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

Citation: *College of Physicians and Surgeons of Ontario v. Okafor*, 2021 ONCPSD 9

Date: February 17, 2021

BETWEEN:

College of Physicians and Surgeons of Ontario

- and -

Dr. Innocent Chukwudumebi Okafor

DECISION AND REASONS

Panel[1]**:** Dr. Eric Stanton (chair)
Dr. Joanne Nicholson
Mr. Mehdi Kanji
Ms. Linda Robbins

Heard: October 26 to 28 and October 30, 2020

Appearances:

Ms. Sayran Sulevani, for the College
Ms. Jenny Stephenson and Mr. Andrew Matheson, for Dr. Innocent Chukwudumebi Okafor
Mr. Jesse Harper, Independent Legal Counsel to the Discipline Committee

[1] Dr. Deborah Hellyer was unable to participate in the decision in this matter.

Introduction

[1] The Discipline Committee heard this matter October 26 to October 28, and October 30, 2020. At the conclusion of the hearing, the Committee reserved its finding.

Allegations

[2] The Notice of Hearing alleged that Dr. Okafor committed an act of professional misconduct:

1. under clause 51(1)(b.1) of the Health Professions Procedural Code which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c.18 (the "Code") in that he engaged in sexual abuse of a patient; and

2. under paragraph 1(1)33 of Ontario Regulation 856/93 [made under the *Medicine Act, 1991* ("O. Reg. 856/93")], in that he has engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

Response to Allegations

[3] Dr. Okafor denied the allegations in the Notice of Hearing.

Background

Allegations of Sexual Abuse

[4] The allegations of sexual abuse in this case arise from the alleged misconduct of Dr. Okafor in relation to Patient A. Specifically it is alleged that between 2010 and 2014, Patient A was Dr. Okafor's patient, and that Dr. Okafor engaged in a sexual relationship with Patient A that was concurrent with their physician-patient relationship.

Allegations of Disgraceful, Dishonourable or Unprofessional Conduct

[5] The allegations of disgraceful, dishonourable or unprofessional conduct arise from Dr. Okafor's alleged repeated boundary crossings in relation to Patients A and B.

[6] In particular, it is alleged that Dr. Okafor engaged in a sexual relationship with Patient A, violated appropriate boundaries in respect of Patient A and/or engaged in inappropriate communications with Patient A, including after the doctor-patient relationship. It is further alleged that Dr. Okafor failed to cooperate with the College investigation. With regard to Patient B, the teenaged son of Patient A, it is alleged that Dr. Okafor failed to maintain appropriate boundaries with Patient B, engaged in business dealings with Patient B, and engaged in inappropriate communications with Patient B.

The Issues

[7] This case raises two primary issues, as follows:

i. Did Dr. Okafor engage in conduct with respect to Patient A that constitutes sexual abuse?

ii. Would the conduct of Dr. Okafor, in his crossing of boundaries with respect to Patients A and/or Patient B, and in his conduct with respect to the College's investigation, be reasonably regarded by members as disgraceful, dishonourable or unprofessional?

The Facts and Evidence

[8] The parties submitted an Agreed Statement of Facts setting out the details of various aspects of the investigation, which we have taken into account in our analysis below.

[9] The Committee heard the testimony of Dr. Okafor and Patient A. Various exhibits were filed, including the Agreed Statement of Facts, and the medical chart of Patient A.

[10] The Committee recognizes that the burden is on the College to prove the allegations of professional misconduct. The standard of proof is the civil standard, that is, a balance of probabilities, which must be based on evidence which is clear, cogent and convincing (*F.H.* v. *MacDougall*, 2008 SCC 53). There is no onus on Dr. Okafor to disprove the allegation.

[11] An overview of the applicable legal principles, summary of relevant evidence and reasons for the Committee's findings on the primary issues is set out below.

Applicable Law and College Policy

Sexual Abuse

[12] Sexual abuse of a patient by a member of the College is defined in subsection 1(3) of the Code:

> (3) In this Code,
>
> "sexual abuse of a patient by a member means,
>
> a) Sexual intercourse or other forms of physical sexual relations between the member and the *patient*,
>
> b) Touching of a sexual nature, of a *patient* by a member, or
>
> c) Behaviour or remarks of a sexual nature by the member towards the *patient*. *[Emphasis added]*

[13] As emphasized, to fall within the meaning of sexual abuse, the Discipline Committee must find that the sexual relationship was concurrent with the physician-patient relationship. If the sexual relationship was not with a patient or was not concurrent with the physician-patient relationship, the allegation of sexual abuse will be dismissed.

[14] At the time of the alleged misconduct, and until May 1, 2018, the legislation did not define the term "patient." Therefore, the determination of whether an individual was a patient of a member is a factual issue to be determined by the Discipline Committee.

[15] In assessing the existence of a physician-patient relationship, the Committee was guided by and considered the factors outlined in *Ontario (College of Physicians and Surgeons of Ontario)* v. *Redhead, C.A.,* 2013 ONCPSD 18, and more recently

applied in the case of *Ontario (College of Physicians and Surgeons of Ontario) v. Hasnain*, 2019 ONCPSD 2. The factors include:

a. whether the physician had a patient file for the patient, including history, physical examination, diagnosis, plan of management, prognosis, diagnostic imaging reports, and a written record of treatments;

b. whether there were OHIP billing records for services provided by the physician to the patient;

c. the number and nature of treatments received by the complainant from the physician, and the location in which those treatments were received;

d. whether any of the medical services involved psychotherapy;

e. whether the complainant ever received a consent-to-treatment form;

f. whether there was any documentary evidence in which the physician referred to the complainant as his or her patient;

g. whether there were any letters of consultation written to the complainant's primary physician;

h. whether there were any letters reporting back to the physician about the complainant;

i. whether the complainant was seeing other physicians, and, in particular, whether the complainant had her own family physician when the sexual relationship began

j. whether the physician referred the complainant to other professionals; and

k. whether the physician prescribed medication to the complainant under his or her signature.

[16] The list of factors is not exhaustive, nor do all the factors need to be presented in order for the Committee to make a determination that an individual is a physician's patient.

[17] The Committee was also guided by the College's *Maintaining Appropriate Boundaries and Preventing Sexual Abuse* policy which was submitted as part of

the Agreed Statement of Facts. The policy provides a framework for determining the existence of a physician-patient relationship, stating the following:

> The existence of a physician-patient relationship will be established having regard to the nature and frequency of the treatment provided, whether there is an ongoing treatment relationship (which may be evident by the presence of a medical record), whether the physician bills for services provided and any other relevant factors. The longer the physician-patient relationship and the more dependency involved, the longer the relationship will endure. A factual inquiry must be made in each case to determine whether a physician-patient relationship exists, and when it ends.

Disgraceful, Dishonourable and Unprofessional Conduct

[18] The Committee accepts the characterization of disgraceful, dishonourable or unprofessional conduct provided in the College's closing submissions and drawn from Richard Steinecke, *A Complete Guide to the Regulated Health Professions Act*. At page 6:60.20(5), Steinecke states:

> Disgraceful, dishonourable or unprofessional conduct is a broad catch-all provision, and "is intended to capture any improper conduct that is not caught by the wording of the specific definitions of professional misconduct." Expert evidence is not required to establish that conduct is unprofessional. Conduct that does not harm patients can still be unprofessional, and "conduct need not be dishonest or immoral to fall within the definition. A serious or persistent disregard for one's professional obligations is sufficient."

[19] Further, College counsel submitted, and the Committee agrees, that it is within the Committee's discretion to make a finding of sexual abuse and disgraceful, dishonourable or unprofessional conduct arising from the same set of facts.

The Evidence

[20] Patient A and Dr. Okafor testified at the hearing. A summary of their testimony follows.

Testimony of Patient A

Initial Meeting with Dr. Okafor

[21] According to Patient A, she initially met Dr. Okafor at his clinic roughly a decade ago. When asked how she came to visit Dr. Okafor's clinic, Patient A responded

that her mother, who was Dr. Okafor's co-worker and patient, had suggested it. Patient A testified she became a patient of Dr. Okafor's and that she saw him as a family physician.

[22] According to Patient A's patient chart, which was filed as an exhibit at the hearing, her first appointment with Dr. Okafor was in November 2010. On cross-examination, it was put to Patient A that she met Dr. Okafor at least once before her first appointment in November 2010. Patient A denied this, stating that the first time she met him was "at his clinic in a white coat as a doctor."

[23] Patient A testified that during this time period she was going through a lot of emotional ups and downs and that her family life was not stable. She said she was also a mother at that age, and times were tough.

[24] When asked to elaborate upon the issues she was having when she started to see Dr. Okafor, Patient A stated:

> I was drinking, stripping, drinking a lot. I didn't know if I was coming or going. I lost my house. I had some issues with my mother. Work was getting to me and I was just – I needed help, like, any…any help that I can get.

[25] When asked what issues she was having with her mother, Patient A stated that her mother was stealing money from her.

Medical Care and Treatment Provided by Dr. Okafor

[26] Patient A testified that during medical appointments with Dr. Okafor, she shared the personal issues that she was experiencing. She recalls him prescribing anti-depressants.

[27] Patient A's pharmacy records were provided to the Committee as part of the Agreed Statement of Facts. Patient A confirmed that the records were from the pharmacy where she would fill prescriptions from Dr. Okafor. The records indicate that in February, March and April 2011, a series of prescriptions for the anti-depressant, venlafaxine hydrochloride, were filled at the pharmacy.

[28] When asked whether she took the anti-depressant medication, Patient A said that she did for a couple of days, but then threw them away, as they were making her feel numb and not a hundred per cent.

[29] Patient A testified that Dr. Okafor also assisted her with her ear issues. Patient A explained that she has “tubes” in her ears and had been having ear operations since she was eight years old. Patient A further explained that during wet seasons, and if there is moisture in her ear, her ear gets infected and she requires treatment.

[30] The pharmacy records indicate that a prescription for Ciprodex Otic ear drops was filled around June 13, 2012.

[31] When asked whether the medication was prescribed by Dr. Okafor, Patient A said that it had been. She explained that her ear was in pain, infected and leaking a wax-like fluid. Patient A stated that the problem “was fixed with the medicine that [Dr. Okafor] prescribed.”

[32] Pharmacy records indicate that along with the ear drops, Dr. Okafor also prescribed Clavulan, which is amoxicillin plus clavulanic acid, an antibiotic. That prescription, however, was not filled. When questioned why the medication wasn’t filled, Patient A indicated that at that time she was reluctant to take medication.

[33] When asked if Dr. Okafor did or said anything concerning to her during medical appointments, Patient A stated that he made the comment that he was “not surprised,” when she told him she had her son as a teenager. Patient A stated that she felt that this comment was unprofessional.

Telephone Communication between Dr. Okafor and Patient A

[34] Patient A testified that Dr. Okafor first contacted her by phone in May 2012, late at night. The Telus phone records included with the Agreed Statement of Facts confirm that the first call from Dr. Okafor’s cell phone to Patient A was on May 29, 2012 at 11:26 p.m.

[35] Patient A testified that during this call, Dr. Okafor discussed marital issues that he was having. Patient A testified that on subsequent calls, Dr. Okafor continued to

discuss personal problems, including his marital issues, that the police had taken him from his home and that he was staying in a hotel and looking for a place to stay. Patient A testified that she was surprised by the calls and was confused by them given that she thought of Dr. Okafor as her physician. Patient A felt that these calls were part of a grooming process to make her more comfortable in going to meet Dr. Okafor.

Hotel Meeting

[36] Patient A testified that at one point, Dr. Okafor suggested that they meet at his hotel room. Patient A testified that in June 2012, shortly following the initial phone calls from Dr. Okafor, she traveled to his hotel room. In doing so, Patient A stated that she took a bus from another city, stopped briefly at her mother's house which was 20 minutes from where Dr. Okafor was staying, then took a cab to Dr. Okafor's hotel. Patient A stated that Dr. Okafor paid for the cab trip in cash.

[37] Patient A testified that when at the hotel with Dr. Okafor, they smoked Belmont cigarettes and drank brandy. Patient A said she felt confused. She testified that during that interaction, Dr. Okafor climbed on top of her and pushed his way into her vagina. Patient A testified that he did not use a condom.

[38] On cross-examination, Patient A was questioned on the name and location of the hotel where she met Dr. Okafor. The College investigator's notes indicated that when she was interviewed, Patient A first indicated that the hotel was in the city that she now testified she took the bus from. However, Patient A denied that she told the College investigator that.

[39] In subsequent email correspondence with the College from June 2018, which was put to Patient A during cross-examination, Patient A indicated that she believed the hotel was the Best Western in Brampton.

[40] Later, during what defence counsel described as a "prep session" with the College held on October 21, 2020, Patient A said the hotel had a different name that included "Courtney" or "Country," but that she couldn't remember. On cross-examination, Patient A stated the she recalled:

> ...it being a big hotel, and he was on the bottom floor and…where we could have access to go outside for a smoke.

[41] Patient A maintained under cross-examination that the hotel location was at the border of Mississauga and Brampton.

Alleged Sexual Relationship

[42] Patient A testified that following her initial hotel encounter with Dr. Okafor, they had a sporadic sexual relationship which lasted until approximately four years ago. She was unable to recall if she had one or several hotel encounters with Dr. Okafor before starting to meet him at his condo on George Street in Brampton. Patient A characterized the frequency of their relationship as follows:

> Every other week, once every six months, every other week, once every six months, once a year, every other six weeks, every other...I don't know, just up and down, whenever he has an itch.

[43] Patient A stated that Dr. Okafor would often contact her through her mother, son or sister, then she would call him and they would arrange to meet. They would have sex, listen to music, and talk. She would often stay overnight. Patient A recalled that Dr. Okafor told her on one occasion when she slept beside him that she snored and had sleep apnea.

[44] Patient A testified that she felt Dr. Okafor was, "very cool to talk to." She said that he would give her money, always cash, "here and there," for school and rent. According to Patient A, the last time Dr. Okafor gave her money was approximately five years ago, at the wellness center by the hospital where he was working out.

[45] Patient A stated that she felt that she was in a relationship with Dr. Okafor. She testified that their relationship was, however, like a roller coaster as Dr. Okafor would go for long periods without answering her calls. Patient A stated that she felt Dr. Okafor's actions were emotionally abusive. She would go through periods of drinking when she would text and call him with no response.

[46] Patient A testified that there was only one occasion where she went out in public with Dr. Okafor, which was to buy cigarettes. She said that they generally did not

go out in public together because she was a stripper and he could not be seen with her.

[47] When asked if she had any physical evidence of her encounters with Dr. Okafor, Patient A replied that yes, she had swabs that she put in a plastic bag and subsequently placed in her girlfriend's freezer. Patient A said that this was done with a q-tip after Dr. Okafor ejaculated inside of her. She stated that she did this as she knew Dr. Okafor should not have contacted her and should not have shared his personal life with her.

[48] On cross-examination, Patient A was questioned about the swab and its whereabouts. Patient A said that when she was contacted by the College in 2016, she told the College investigator that she no longer had the sample as it had been stored in her girlfriend's freezer, and this friend had since moved. When challenged as to whether she ever took the sample, Patient A maintained that she did.

[49] Patient A was questioned about a message from Dr. Okafor, on December 9, 2016, that reads as follows:

> Sweet, sweet [Patient A]. The problem seems to be that you keep seeing your sexuality as your great raison d'être: your reason of being. It isn't. The mind is, that source of all the great gifts to our selves and to our world. Thus, you must make it the basis of your presentation of self. No matter what the ghosts of the past whisper.
>
> That's why it is cogito ergo sum: I think, therefore I am. Not pedicabo ego sum, I fuck, therefore I am.

[50] Patient A stated that she felt the above text was contradictory and a "bag of bull" given they were in a sexual relationship.

[51] Further messages were reviewed with her, and she did not recall the details of many of them, except for the fact that she was increasingly upset about the intermittent nature of their encounters and the fact that he would go for long periods of time without contacting her. She stated that Dr. Okafor would see her sister, mother or son, and ask them to tell her to give him a call, or that he would call her from the hospital. They would get together, have sex, and then he would not call for long periods, so she would "go crazy again." Then, as Patient A described, "I'll start calling and texting and texting." Under cross-examination,

Patient A agreed that she would sometimes call Dr. Okafor late at night but that she only began doing so after their first sexual encounter.

[52] On cross-examination, Patient A agreed that she sent many texts to Dr. Okafor. Patient A did not have an answer for why she didn't provide copies of all the texts to the College (in response to the College's inquiries about texts) except that she often texted while she was drunk. When Dr. Okafor's counsel suggested that she did not provide the texts because they were inappropriate, inaccurate or objectionable, Patient A disagreed stating, "How could they be inappropriate if we're having sex?"

[53] On cross-examination, Patient A agreed that Dr. Okafor, on several occasions, asked her to stop sending rude messages. Many texts of this nature were reviewed with her, including some that were sexually graphic. Patient A stated that in sending sexually graphic texts and images, she was likely trying to make Dr. Okafor jealous. Dr. Okafor would respond to her when she was polite, and occasionally admonish her when she was rude or sexually explicit.

Patient A Contacts the College

[54] Patient A stated that when she first contacted the College in July 2012, she did so because Dr. Okafor was already trying to end the relationship, she felt used and she knew what happened was wrong. She had a lot of other stressors in her life at the time and decided not to put the complaint in writing.

[55] Patient A indicated that by the time she was contacted by the College several years later, she wanted nothing to do with the College. She told the College that she had received a call from Dr. Okafor, which she viewed as a threat, in which he told her to ignore the College.

[56] Under cross-examination, Patient A confirmed that she had told the College that she had a recording of a threatening message left by Dr. Okafor. This recording was never produced by Patient A. Patient A testified that she deleted the message. When it was suggested that she never provided the recording to the College because Dr. Okafor didn't threaten her, Patient A disagreed.

Final Visits to Dr. Okafor's Clinic

[57] Patient A stated that she was never terminated as Dr. Okafor's patient. Under cross-examination, when asked whether, during her call to the College in July 2012, she said she had been taken off Dr. Okafor's roster, Patient A denied this, stating: "I don't even know what the hell that means."

[58] When questioned about when she last visited Dr. Okafor's clinic, Patient A did not recall a visit in mid-December 2014 with Dr. Okafor's physician assistant, nor a prior visit at the end of June 2012, which was documented in her chart. Under cross-examination, when asked whether, on the relevant date in June 2012, she went to Dr. Okafor's office to see him socially and not for a medical concern, Patient A denied this.

[59] Patient A said that she did eventually get another family physician in the town where she was living one to two years after her last visit with Dr. Okafor.

Dr. Okafor's Involvement with Patient A's Son

[60] Patient A testified that her son, Patient B, was a patient of Dr. Okafor's. She stated that Patient B had an idea for a smart phone application (an "app"), and Dr. Okafor had promised to help him get it up and running. On cross-examination, Patient A agreed that she was not privy to the conversations that her son had with Dr. Okafor regarding the app project.

[61] Patient A stated that Dr. Okafor's involvement with her son began in 2016, around the time the College contacted Patient A. Patient A said she was hesitant to speak to the College, as Dr. Okafor was helping her son. However, Patient A felt that Dr. Okafor was using her son to "deflect this whole situation." She stated that Dr. Okafor backed off helping her son once he realized the investigation "started to blow up." According to Patient A, this broke her son's heart.

Testimony of Dr. Okafor

Initial Meeting/Communications with Patient A

[62] Dr. Okafor stated that he first met Patient A in early 2010, in the parking lot of his clinic. She was a passenger in the car with her mother, who at the time was a colleague of his. Dr. Okafor stated that Patient A's mother later became his patient.

[63] Dr. Okafor said that he would ask his colleague about Patient A, as it was the cultural thing to do to inquire about someone's family. According to Dr. Okafor, at one point, Patient A's mother said that her daughter was not well, that she was having legal problems and drinking a lot. According to Dr. Okafor, his colleague asked him to speak with her daughter - to mentor and counsel her. Dr. Okafor said he told Patient A's mother that he would gladly do so. Dr. Okafor stated that Patient A's mother gave him her daughter's number. Dr. Okafor said that he "took the number and called."

[64] Dr. Okafor stated that he began calling Patient A in 2010. He described this as mentoring, and that he did it as a favour to her mother. He stated that the calls with Patient A were related to the personal difficulties she was having (e.g. losing her home, drinking, problems with her landlord, moving, her choice of work, trying to go to school). He stated that this mentoring was something he owed to his colleague as he had made a promise to her.

[65] Dr. Okafor said that sometimes calls were frequent and other times months would elapse between calls, particularly when he was busy. "That was the nature of that long-distance relationship," he explained.

Initial Appointment: November 2010

[66] Dr. Okafor stated that apart from meeting Patient A in the car with her mother, he did not see Patient A in person again until she went to his clinic in November 2010. On cross-examination, Dr. Okafor stated that he did not become Patient A's physician. Rather, she was a walk-in patient, and never on his roster.

[67] Dr. Okafor testified that his recollection of Patient A's first visit to his clinic, in November 2010, was largely based on the medical records. Referring to the chart entry, Dr. Okafor said that at Patient A's first appointment, he diagnosed a mixed mood disorder and prescribed antidepressants to her. He said he already knew Patient A's back story, but he did a full clinical interview, made a diagnosis and formulated a plan which included follow-up.

[68] When this November 2010 encounter was reviewed on cross-examination, Dr. Okafor agreed that during the appointment he was not acting as a mentor, but as Patient A's physician.

[69] When College counsel questioned why he did not provide documentation of this encounter to the College until July 2020 (when the initial request for the complete patient chart was made in early 2016), Dr. Okafor suggested that this visit was recorded completely on paper, and was not captured by the Electronic Medical Record (EMR).

Subsequent Appointments with Patient A

January 2011

[70] According to Patient A's chart, Dr. Okafor next saw Patient A in mid-January 2011. Dr. Okafor agreed that at this appointment, upon assessing Patient A's mood, he increased her dose of Effexor, an anti-depressant medication. Later in January 2011, at a subsequent visit, upon assessment, Dr. Okafor again increased Patient A's Effexor dosage and provided advice and counselling to Patient A. This was documented in Patient A's chart as "informal psychotherapy."

[71] On cross-examination, Dr. Okafor stated that it was the naivete of the entire clinic regarding the EMR that contributed to the delay in providing the complete chart to the College. He added that documents were "completely wrongly filed away" in the EMR, under a "secret tab."

February, March and May, 2011

[72] Dr. Okafor saw Patient A in February 2011 for a prescription refill and physical examination; in March 2011 for assessment regarding overuse of alcohol, with her

mother present, and twice in May 2011, for low back pain at the first appointment. A laboratory requisition associated with the March 2011 appointment was not provided to the College until October 6, 2020.

[73] Later in May 2011, Patient A attended the clinic again. Regarding this appointment, Dr. Okafor stated:

> ...she needed the TB skin test read. So that means she was able -- the test would have been planted somewhere else. We didn't give it. So she would have a paperwork that would show that she had planted the test, and we had to read it, and so we did.

[74] Dr. Okafor billed OHIP for reading this test. (The bill was not provided to the College until October 6, 2020.) He also billed OHIP for psychotherapy.

[75] Dr. Okafor explained that at this visit, Patient A was distraught due to family problems. He did a mental status examination which he described, on cross-examination, as “informal psychotherapy.” He clarified that this was not a structured approach, but just informal discussion and reassurance.

[76] Dr. Okafor stated that Patient A was never a “rostered” patient, and that he considered her to be a walk-in patient, with her care limited to “the routine request of that moment.”

May 2011 – June 2012

[77] Dr. Okafor confirmed that Patient A made no office visits after May 2011 until June 2012.

[78] Dr. Okafor did not remember calling in a prescription for ear drops and antibiotics for Patient A in mid-June 2012.

June 2012

[79] According to the patient chart, at the end of June 2012, Patient A attended the clinic. On the appointment record in the EMR, the purpose of this visit was an ear infection. Dr. Okafor documented that the visit was for follow up, with no new concerns. There is an illegible word on the chart, and then no further documentation. This note was subsequently deleted from the EMR and did not

show up until an audit trail was done. Dr. Okafor explained the reason for this deletion as follows:

> …this was because it became clear to me that there were no further additions. I considered it basically null and void and just pulled this, the wiper over the notes and wiped it off eventually.

[80] Dr. Okafor further explained that after he started writing the note, Patient A made it clear to him that she was not there for a clinical visit, but for a social call. He stated that he told Patient A:

> You don't have to come here. You have follow-ups in [name of town]. Don't bother to see me here. Don't -- if you have to come to take up my time and we are both wasting each other's time, why don't you stop coming here and make arrangements? We can still talk, and if possible, opportunity presents itself, see outside of this place. You know, we talk -- we can talk freely with each other. We can make such arrangements, but let's talk.

[81] Dr. Okafor said that at this point he was beginning to worry about boundary crossing, so he told Patient A she could not come to the clinic to see him socially, and that she was very understanding and agreeable. He then erased the note and did not bill OHIP for the encounter.

[82] When cross-examined regarding the June 2012 encounter, which was listed as a booked appointment in the EMR, Dr. Okafor testified that this could also mean that it was a walk-in appointment, as it was common for patients to call as they were walking in. He stated the lines were "blurry" between what was pre-booked and what was a walk-in. He agreed that he was prepared to see Patient A as a patient that day, that staff had documented the reason for the visit as an ear infection, that he started the note with "follow up nil new concern." When asked if he remembered the visit, he stated that he recalled it one hundred percent, as something significant happened, and that it was different from "the routine of our practice."

[83] In respect of this visit, on cross-examination, Dr. Okafor was asked about a letter sent to the College on September 13, 2019, stating:

> There was a visit on June [...] 2012, at which he did not see her and did not bill OHIP.

In response, Dr. Okafor said that his counsel wrote this, and it meant that she was not seen as a patient that day, that there was no clinical encounter, and that it was a matter of semantics.

[84] Dr. Okafor was asked about the importance of documenting a patient's inappropriate behavior and documenting that he would no longer be providing Patient A medical services. He agreed that he did not do either of these things at the June 2012 visit. Dr. Okafor stated that he comes from a tradition of record-keeping where "he only wrote down sketchily," capturing the "pertinent issues." Dr. Okafor further explained:

> …That was the tradition until some other issue arose, and we had to deal with that, and now I have very robust recordkeeping. For example, nowadays, if I call in a prescription for a patient in the community while off duty, when I get to the office, I open the chart visit, and I include that. That wasn't happening then. It was just a global recordkeeping paucity, and that has been corrected but not until about two or three years from that point.
>
> That was just the trained, the tradition, the way I kept records at those times. I didn't...it wasn't fully – it wasn't – it wasn't up to standard. It was not what it should be, you know? It reflected what was positive, what was present. It kind of left out negatives, you know, and that has been corrected now. But it wasn't just that case.

[85] When it was suggested to Dr. Okafor that it was an error in judgment to delete the EMR entry, Dr. Okafor stated that the error was in not fully recording what happened. He further elaborated as follows:

> ...the error was in not stating down everything that happened between me and her on that day, not in deleting any record because there was no record to delete. It didn't add up to anything. But I should have gone ahead, I recognize that, to have put in the full record statement of what I -- what she said to me and what I said to her, and I just leave it blank.

<u>Encounter Outside Gym: 2012</u>

[86] In examination-in-chief, Dr. Okafor was asked by his counsel when he next saw Patient A after the June 2012 visit at the clinic.

[87] Dr. Okafor stated that Patient A had called him repeatedly, and he eventually told her to meet him at his gym. Dr. Okafor said that Patient A called him out of the gym and shared that she was excited about moving back from another town and starting a business. He stated that she had brochures in her hands, and she

wanted to see if he would be open to sharing an apartment with her. He told her this was not possible; he planned to reconcile with his wife and move back home. He told her he could not be "caught dead" living with somebody in her line of work, and that it would be difficult to defend himself to his family and friends if he was living in the same place with a stripper. He stated that to this day, he is embarrassed that he spoke to Patient A this way, and that it was rude and cruel.

[88] According to Dr. Okafor, Patient A then became explosive, threw the brochures, and swore and cursed at him. He stated that he did not answer her calls for months and months after that.

[89] On cross-examination, Dr. Okafor was questioned as to why he did not disclose this meeting to the College until October 15, 2020, just 10 days before the hearing. In response, he said:

> It was a bizarre thing. Nobody knows why she behaved that way. So when they asked me what do you think may have triggered it, I said this is why, because I am not a party to communicate with the College. I wasn't even aware of it.
>
> I am trying to recall and regroup these issues on hindsight, and so when the[y] asked what do you think would have, I said I have no idea. I know I pissed her off one time by saying this to her but no clue why she would do this, and of course looking back on hindsight, that is the only thing, which I still -- I tell myself right up till today, of talking to her that way. But I was ticked off by her suggestion, and I was very dismissive.

[90] Dr. Okafor testified that after the 2012 encounter outside of his gym, he did not take calls from Patient A for the rest of the year. He eventually succumbed, and took her calls again, and also called her. He said there would be a mix of phone calls and texts. Dr. Okafor stated that between 2012 and 2015 the pattern was that she would text a ton, call a ton, and that he would respond if she had a real issue and was not being rude.

[91] Dr. Okafor stated that he felt that this was the best way to fulfil his promise to Patient A's mother.

<u>Telephone Calls with Patient A: May – June 2012</u>

[92] Phone records entered as part of an Agreed Statement of Facts indicate a series of telephone calls between Dr. Okafor and Patient A beginning May 29, 2012 at

11:26 p.m. According to the Agreed Statement of Facts, there may have been some issues regarding the collection of these records (and/or text records detailed below) as numerous cellular phones (or their electronic records) were not necessarily made available to the parties. Accordingly, the Committee is aware that the records presented may not be all communications between Dr. Okafor and Patient A, and has taken that into account.

[93] On cross-examination, Dr. Okafor was asked about the timing of a number of these calls, and in particular why they were made late at night or early in the morning. In response, Dr. Okafor stated that this was very typical, as he worked extremely hard, and that was the only time he would have to call. He said that because most of his family is in Nigeria, there is a cultural desensitisation on his part in terms of timing because his family didn't mind. Dr. Okafor added that Patient A would often work at night.

[94] When asked about the nature of these calls, Dr. Okafor said the calls were mentorship calls and repeated that it was part of his upbringing and culture to help and mentor others.

[95] He stated that in late May and June 2012, when there were almost daily calls between himself and Patient A, he had some time on his hands, as he was away from his family and living with his friend. When asked about personal information about himself that he shared with Patient A, including problems with his wife, with the police, and bail conditions requiring him not to go home, Dr. Okafor explained that that was a "TED Talk moment" to tell people things that happen in life.

Alleged Hotel Meeting: June 2012

[96] Dr. Okafor denied ever meeting Patient A at a hotel in June 2012 or having sexual intercourse with her. He stated that from May 2012 until August 2012, he was living with a friend. He testified that he then moved into the basement of another Nigerian family and stayed there until February 2013 when he got his own place. Dr. Okafor reviewed and confirmed as accurate a MPAC document relating to his purchase of a condominium in Brampton, with the purchase date of February 25, 2013.

[97] On cross-examination, Dr. Okafor confirmed that he stayed at the Best Western in Brampton for one night on January 27, 2013. He said this was for a family reunion (he was living in his friend's basement and there was not enough room). When asked if there were other occasions where he stayed at hotels between May 2012 and February 2013 (when he bought his condo), Dr. Okafor said that he would sometimes stay in hotels for conferences. He also said that he stored his things at a hotel, the Radisson. Dr. Okafor reiterated his denial of staying in a hotel in June 2012 when Patient A said she met him and had sex for the first time.

Clinic Visit: December 2014

[98] According to the patient chart, in December 2014, Patient A attended the clinic. Dr. Okafor confirmed that the chart note was written by his physician assistant ("PA") who had worked for him for more than five years. He recalled that he was in the clinic that day, and that the PA would have seen Patient A, done a skeletal note, and then proposed a treatment and plan. Although present at the clinic that day, Dr. Okafor alleges that he did not see Patient A. He stated that "…she left before I could see her." There was a prescription proposed by the PA on the chart (for Cipralex) but it was never printed. Dr. Okafor stated that he declined to print the prescription as he didn't see Patient A. On cross-examination, Dr. Okafor agreed that there was nothing in the chart to indicate that this medication was not prescribed to Patient A. Dr. Okafor once again acknowledged his "poverty of recordkeeping" at the time.

[99] On cross-examination regarding the December 2014 visit in which Patient A saw the PA, Dr. Okafor confirmed that he had not told the College before the hearing started that he was in the clinic that day. He felt that this was an oversight and did not see why it mattered. His words were:

> I don't even see how that matters whether I was not going to see her or was going to march in there. She did not remain in the -- in the room, and she left. I think that was the focus, that I didn't see her was our focus.
>
> Whether I was marching in or I was crawling in or I was hopping in, I don't think that mattered to -- I don't think that mattered to us. The focus was that she was not there. The transaction did not include my talking to her, and the prescription was not given to her. That was our focus. Forgive our oversight but that was our focus.

> Even now I don't see how [it is] important to you that I marched in or I crawled in or I shouted into the room. I don't know. I don't see that. I will not bother with that. I wouldn't have -- if I had to do it again, I probably wouldn't. I will say it is what happened, but I will not emphasize it because that is not important. The importance, the focus was she was not seen and the prescription was not given and OHIP was not billed. That was our focus.

[100] Dr. Okafor agreed with College counsel that PAs can see patients only where there is an established physician-patient relationship; however, he added that at that time he was not aware of this.

Further Interactions/Communications with Patient A: 2015-2018

2015: Patient A visits Dr. Okafor's Home

[101] Dr. Okafor stated that he next saw Patient A in person in 2015, after not seeing her for "a year or a year and one and a half [sic]." Dr. Okafor testified that Patient A called and said she was in the neighborhood, so he gave her his address and invited her to dinner. Dr. Okafor denied that she stayed overnight and denied that any sexual activity occurred at that meeting.

[102] Dr. Okafor said that Patient A visited his condo on one other occasion when she had asked for some money for books. Dr. Okafor stated that he gave her about $500. Dr. Okafor stated that this was the only time he had provided financial support to Patient A.

[103] On cross-examination, Dr. Okafor was questioned about a statement to the College that was provided on September 13, 2019, in which he said that he provided "modest financial assistance where necessary" to Patient A. He said that any misinterpretation of that statement was due to his use of "flowery language."

[104] Also in the September 13, 2019 communication with the College, Dr. Okafor's counsel wrote:

> Dr. Okafor did speak to [Patient A] by phone and via text messaging, and when she came to Toronto, he would sometimes see her at her request. She came to his condominium before he sold it, and they spoke about her life and future plans. They had dinner a number of times. Dr. Okafor always tried to be supportive and encouraging.

[105] On cross-examination, Dr. Okafor said that this was inaccurate, and that Patient A was at his condo only one time. He said:

> This other time she was supposed to be there, she didn't come. I gave her -- that is when I gave her money for her books. She didn't come up. I just went downstairs, gave her, and drove away. So, the only time she got to my condo was once, to the dinner was once…

2016 to 2018: Text Messages Between Patient A and Dr. Okafor

[106] Texts between Dr. Okafor and Patient A that occurred between September 29, 2016 and June 8, 2018 were reviewed with Dr. Okafor. Dr. Okafor stated that his phone prior to this time was given to his son and then lost.

[107] When questioned regarding his text from December 9, 2016 (which was also reviewed with Patient A) that started with "Sweet, sweet [Patient A]," Dr. Okafor stated that he was trying to explain to Patient A that she should not think of herself as a sex object, a sex symbol, or a sex tool, but that she should think of herself as a person who can contribute to society. Over the next few days, Patient A sent him hundreds of text messages. Dr. Okafor agreed that he responded occasionally, but only to encourage her regarding her education and future. He said that he tried to be firm, and empathetic.

Other aspects of Dr. Okafor's testimony respecting Patient A

[108] Dr. Okafor confirmed that he first learned of the College investigation on March 9, 2016.

[109] Dr. Okafor denied ever threatening Patient A and denied telling her not to talk to the College.

[110] On cross-examination, Dr. Okafor agreed that there is an inherent power imbalance between doctors and their patients, which favoured the physician. He agreed that a physician is in a position of trust and has a duty to act in a patient's best interest. He also agreed that physicians must establish and maintain appropriate professional boundaries with their patients, and that this is the responsibility of the physician, regardless of the patient's behaviour. Dr. Okafor also agreed that sexual relationships between doctors and their patients were prohibited.

[111] Dr. Okafor agreed that when ending a physician-patient relationship, the physician must communicate this to the patient and document it in the chart. He agreed that when there is a component of psychotherapy (which he qualified as "structured, formal psychotherapy"), this would have an impact on the length of time a physician would have to wait before having a sexual relationship with a patient.

[112] On cross-examination, Dr. Okafor also agreed that it was important to keep accurate medical records, and that any changes to the patient chart needed to be clearly labelled and dated. He confirmed that he used both paper and EMR records sequentially.

[113] On cross-examination, Dr. Okafor confirmed that Patient A was a vulnerable person, stating that he knew this from day one from her mother. He knew she had problems with alcohol, that she was fighting with her mother, that she was a stripper and that she was depressed. He agreed that he viewed her as a damsel in distress, and that he was her knight in shining armour. When asked if he still viewed himself as her knight in shining armour, he responded:

> Madame Prosecutor, I am a knight in shining armour to millions of people…
>
> I am a knight in shining armour not in the Disney sense, in the sense of Saint George and the dragon who saves not only the princess but an entire village from the snares of the dragon. That is who I am.
>
> I am called to duty for God in the -- on behalf of men. I am a man who wants to help people. I have been held -- I am a knight in shining armour to all of humanity and will continue to be.

[114] He then said that Patient A meant nothing to him:

> I repeat. I meant something to her. I see myself as a knight à la St. George, but she meant nothing to me.

[115] An excerpt from Dr. Okafor's response to the College, by letter on December 6, 2016, was reviewed with him. In this letter, he said:

> Thus began a long, multiyear season of long-distance telephone/text correspondence during which we discussed her issues, addressed areas of change and encouraged continued effort at improvement. Eventually, now a dear friend, while in town she would pay me a social call and, chance permitting, avail herself of our walk-in services.

[116] Dr. Okafor first explained that the term “dear friend” meant that she was a valuable person, and then said it was used in the same sense as “dear madame, dear sir.” Dr. Okafor added that Patient A is a dear person, a dear friend, and that he considered her a friend but that he did not expect anything back from her socially or materially. He later said that he had no room in his life for her.

Dr. Okafor’s Interactions with Patient B

[117] Dr. Okafor testified that Patient B, who is Patient A’s son, became his patient in late 2011. Patient B’s patient chart was provided to the Committee as part of an Agreed Statement of Facts.

[118] Dr. Okafor stated that he sometimes communicated with Patient B outside of the office setting with respect to problems with school or his behaviour.

[119] Dr. Okafor could not remember the specific details of how he initially became aware of Patient B’s mobile application idea, just that Patient B came to the clinic, with or without an appointment. Dr. Okafor testified that he had no experience in such things, but that the idea sounded interesting, and that he agreed he would contact people he knew in the United States who were working on another project with him in Nigeria. He discussed the idea with Patient B’s grandmother, to get permission to help Patient B. Dr. Okafor testified that he never planned to have an investment or ownership interest in the project, and that this was a confusing thing for both sides. His role was to guide and referee to ensure that Patient B got a fair deal. Dr. Okafor acknowledged that he did cover some of the costs associated with Patient B’s idea, including the cost of engaging a patent lawyer.

[120] Dr. Okafor confirmed on cross-examination that he began his involvement with Patient B’s app idea in December 2016. He didn’t feel that his involvement with Patient B was an issue, as Patient A and Patient B were separate people. He then stated that Patient A’s involvement would have been welcomed, and that he did ask her to go to the patent lawyer’s office. When Patient A expressed concern via text regarding the cost, Dr. Okafor said:

> Cost is mine. If the patent goes through we are signing him up to my digital media company. Just go with him if your mom isn’t free.

[121] When questioned about how much he paid for the patent lawyer, Dr. Okafor replied, “$700 or something like that.”

[122] When his counsel asked about Patient A’s involvement with the idea, he stated that she was not initially involved. He first said she was not in communication regarding the patent researching, and then stated that she eventually was involved, as he was going to be away. When Dr. Okafor’s counsel asked if he had asked Patient A not to have any involvement in the idea, he first stated, “Absolutely.” He then clarified that in the summer of 2016, he thought that the College’s investigation was going to be closed, as he had received a letter from the College investigator asking him to send the College a letter. He stated that, “on his mother’s grave,” he believed the case was closed. He stated that he was being his altruistic, self-effacing self, but that he could no longer put up with any “crap” from Patient A.

[123] He testified that he then told Patient B to ask his mother to back off, otherwise he would not be able to continue with the project, no matter how “prospectful” it was.

[124] In March 2017, Patient B texted Dr. Okafor, “Me 60 per cent, you 40 per cent of commission. Can that work with you?” On cross-examination, Dr. Okafor denied that this meant he had a financial interest in the app. Patient B had an agreement drafted, which Dr. Okafor reviewed. Patient B questioned it, texting:

> Why does the agreement look completely different than what we spoke about?
>
> […]
>
> It’s not even 50-50. Why do you insist in having more money than I do in the company when you’ve already made back the money you initially invested?

Dr. Okafor explained Patient B was not referring to him during this exchange, and that his language was imprecise given that “nobody had put a cent into anything.”

[125] On October 17, 2017, Dr. Okafor sent Patient B the following text:

> [Patient B], how are you? Again, I will ask you to ask your mom to stop contacting me over this issue. When we started I clearly told you I am expecting a group in USA to handle this for us and have always advised you to seek other helpers if you want. The USA people have issues they are dealing with and continue to assure me they will act on this. Only

> two, three days ago I was on phone with Herve about this. He said he was going to call you. And proceed with the signed paper. If she continues with her insulting texting, we will have to sign off this.

[126] Later in October 2017, Patient B told Dr. Okafor that the advertising revenue from the website was expected to be "from $3 to 6 million a year." There was ongoing correspondence with Patient B in which Patient B expressed increasing frustration with the process, including setting up a contract and funding a website.

[127] On December 21, 2017, Dr. Okafor texted, "will see bank next month to discuss funds for a least 1 app after say 6 month of running website." When Patient B asked about this a few days later, Dr. Okafor responded on December 31, telling him not to ask again. This was Dr. Okafor's final text to Patient B, and he agreed on cross-examination that he then backed off completely due to the College investigation, making a full, "screeching halt," without explanation to Patient B.

[128] Dr. Okafor agreed with College counsel that throughout this time, Patient B was his patient. He agreed that he crossed boundaries by engaging in this business activity with him. He suggested that physicians should be allowed to have a dual role when it was in the best interest of the patient, and that if it were not for the College, he would have continued the project with Patient B to fruition.

[129] On cross-examination, Dr. Okafor denied that he strung Patient A and Patient B along due to his knowledge of the College investigation.

Committee's Analysis of the Evidence

[130] As is typical of cases of alleged sexual abuse, this is a case of deciding which of two competing stories the Committee finds credible and reliable. For much of the evidence heard, there is no corroborating evidence. The Committee heard oral evidence only from Patient A and Dr. Okafor. The Committee acknowledges that there is no requirement for corroboration in sexual abuse cases; while corroboration is helpful and strengthens the evidence of the party relying on it, as a matter of law, in cases of oath against oath, there is no requirement that a sexual abuse complainant must provide independent corroborating evidence.

[131] Accordingly, the Committee must make a decision on the basis of whether it believes the witnesses that gave evidence. That being said, it is not restricted to

simply choosing whether it accepts the evidence of Patient A or the evidence of Dr. Okafor. Rejection of one does not equate to acceptance of the other. The stark alternative of believing Patient A's evidence or Dr. Okafor's evidence excludes the legitimate possibility of being unable to resolve conflicting evidence. The issue for the Committee is whether, on the totality of the evidence, viewed as a whole, the College has proved its case, or proven a particular fact, on the balance of probabilities based on clear, cogent and convincing evidence.

[132] With that in mind, the Committee turns to a consideration of Patient A and Dr. Okafor's evidence, respectively.

Analysis: Patient A

[133] Overall, the Committee considered Patient A's testimony to be credible and reliable with respect to the core issues. There were inconsistencies in her evidence regarding both the time and location of the events, which are further discussed below. However, with respect to the core issue, that she had a sporadic sexual relationship with Dr. Okafor that persisted for several years and that this sexual relationship was concurrent with the physician-patient relationship, her evidence was consistent, clear and cogent. Patient A's version of the timeline of events was supported by her phone records in 2012, and the medical records. The Committee's full analysis is set out below.

Establishment of physician-patient relationship

[134] Patient A stated that she first met Dr. Okafor on a medical basis in his office in November of 2010 at the suggestion of her mother. Even if she had met Dr. Okafor previously, a physician-patient relationship was clearly established at this visit. Patient A saw Dr. Okafor for legitimate medical concerns which is well documented in her medical record.

Phone calls from Dr. Okafor

[135] In May 2012, Patient A began receiving calls late at night from Dr. Okafor's cell phone. Evidence of these phone calls is confirmed by Telus billing records for that time period.

[136] Patient A testified, and Dr. Okafor acknowledged, that he began sharing his personal difficulties with her during these calls. Dr. Okafor attempted to downplay his sharing of personal information, by describing it as mentoring.

Sexual Relationship between Dr. Okafor and Patient A

[137] The Committee accepts that in early to mid June 2012, Dr. Okafor asked Patient A to meet him at a hotel, and they had sex for the first time. Patient A's testimony remained firm on this issue and provides a credible reason for both the previous phone calls, and Dr. Okafor's subsequent actions.

[138] In response to this allegation, Dr. Okafor repeatedly downplayed the physician-patient relationship and the extent of the personal relationship.

[139] This is supported by the medical record, including the fact that Dr. Okafor deleted the June 2012 chart note, and the phone records, which show frequent calls between Patient A and Dr. Okafor in late May and June 2012 (including 22 calls initiated by Dr. Okafor). Dr. Okafor stopped calling Patient A for the rest of 2012. The last incoming call from Dr. Okafor was at 11:55 p.m. on June 28, 2012 which lasted for just over four minutes and is the same day as his deleted chart note. Dr. Okafor acknowledged that at this point he was beginning to worry about boundary crossing. Although there are no electronic communications or phone records available for January 2013 to September 2016, Dr. Okafor testified that at some point he began communicating with Patient A again by text and phone calls. This is consistent with Patient A's testimony that she would go for long periods of time without hearing from him.

[140] The Committee finds that Patient A and Dr. Okafor had a sporadic sexual relationship which endured for several years. Within this relationship, Dr. Okafor gave Patient A money, which he has admitted.

<u>Inconsistencies in Patient A's Evidence</u>

[141] Dr. Okafor's counsel identified several inconsistencies in Patient A's evidence over time. The Committee acknowledges that while there were certain inconsistencies, many of the inconsistencies in Patient A's testimony were readily admitted by Patient A. She acknowledged she was going through a difficult time,

was abusing alcohol, and led an itinerant lifestyle moving between three Ontario locations during the years in question. She was alternating between working as a stripper and trying to go to school.

[142] The main inconsistencies that were evident in her testimony were as follows.

Evidence regarding hotel stay

[143] Patient A told the College investigator that the hotel she first went to with Dr. Okafor was the Best Western Plus in a specific city. When this was reviewed with her during a subsequent conversation, she corrected this, clarifying that it was a hotel on the border of Brampton and Mississauga [not the city she first named]. This led the College to conduct further inquiries, and it did find a receipt for Dr. Okafor's stay on January 27, 2013.

[144] In her testimony, Patient A had said the first hotel encounter was in June 2012. She later stated that she thought the name of the hotel started with Courtney or Country. Dr. Okafor's counsel suggested that this was a tailoring of her evidence, as a result of the receipt not fitting the timeline of her version of events as previously told.

[145] The Committee acknowledges that there were inconsistencies in these details of Patient A's evidence. However, the Committee finds that it is plausible that Patient A would not necessarily remember the specific name of the hotel, as she was not asked about it until four years later. Patient A was consistent in her testimony with respect to the incidents that occurred at the hotel, and the Committee finds that any inconsistencies in her evidence in this regard are not fatal to the acceptance of her evidence at large.

Alleged threat made by Dr. Okafor

[146] During the College investigation, Patient A stated that Dr. Okafor called her from the hospital and told her not to respond to and to ignore the College if they called. In March 2018, Patient A communicated to the College that she thought she had a recording of this call. In June 2018, Patient A wrote an e-mail to the College, stating:

> I think I may have erased it to be honest, as my intentions were never to hurt him. As far as the recording, apparently the Colleges have been inquiring with both my mother and [Dr. Okafor] about our relationship in which he told me to ignore them, 'the Colleges,' and do not answer their questions are(sic) he will (what sounded like a threat).

[147] Patient A had not mentioned to the College prior to June 2018 that she perceived Dr. Okafor's words as a threat. Patient A also said that she feared for her life, which in the context of her other testimony was likely an exaggeration.

[148] Patient A was subject to vigorous cross-examination as to whether this call occurred or not. The Committee finds it more likely than not that Dr. Okafor did call her, as she had mentioned to him several times by text that the College was pursuing her. The context of her testimony remained the same both in chief and cross-examination, in that he called her and told her to ignore the College.

Semen Sample

[149] On cross-examination, Patient A acknowledged that she told the College about taking a semen sample in July 2012 when she made her initial call. Patient A said that by 2018, when she spoke to the College, she had lost the sample due to her frequent moves and the fact that her friend, whose freezer she had stored it in, had also moved. The Committee finds her explanation credible, as there was a significant passage of time between taking the sample and being asked to provide it.

[150] As stated above, with respect to allegations of sexual abuse, there is no legal requirement for corroborative evidence. The inability of Patient A to produce the evidence that she once claimed to have did not, in the Committee's view, have a significant impact on the reliability of her testimony when considered in its entirety.

Analysis: Dr. Okafor

[151] As a whole, the Committee did not find Dr. Okafor to be credible in several material aspects of his testimony. Much of his evidence did not make logical sense, and this undermined the reliability of his evidence in its totality. He

contradicted himself on several important areas, and was quick to blame others, including his counsel, when inconsistencies were identified.

[152] The Committee's findings in respect of particular aspects of Dr. Okafor's testimony are set out below.

Mentoring Relationship with Patient A

[153] Crucial to Dr. Okafor's narrative was his claim that he was mentoring Patient A. He stated that the mentorship began before November 2010, after he had met Patient A in the parking lot of his clinic. He claimed she was in the car with her mother, who was his colleague at the hospital and later became his patient. He explained that mentoring was a cultural expectation and based on altruism. He stated that he did this even as he was seeing her in his clinic, and there was a difference between advice he gave as a mentor and advice he gave as physician. Even when he was being investigated by the College in 2016, he said he continued to mentor her, and that this was to fulfil the promise to her mother. However, he later stated that Patient A meant nothing to him, and that he had no room in his life for her. The Committee finds that his assertion that a chance meeting in a parking lot led to a years long mentorship that ultimately meant nothing to him is not credible. The Committee finds this is part of a pattern displayed by Dr. Okafor of attempting to diminish the extent of his personal relationship with Patient A.

Hotel

[154] The only documentary evidence of a hotel stay presented to the Committee was a receipt for the Best Western Plus in Brampton, on the night of January 27, 2013. This date does not align with Patient A's testimony that the first sexual encounter occurred in June 2012. However, as detailed above, on cross-examination, Dr Okafor admitted that he had occasion to stay in other hotels between May 2012 and February 2013 (i.e., when he bought his condo). He said he would stay in hotels for conferences and had a hotel that he used to store his things during this time. Accordingly, the January 27, 2013 receipt is not determinative of whether a hotel meeting occurred with Patient A in June 2012.

Phone Calls in May/June 2012

[155] The first phone call from Dr. Okafor's cell phone to Patient A was late at night on May 29, 2012. There was a pattern of frequent communication throughout the next few weeks, often late at night or early in the morning.

[156] Dr. Okafor said that he called late at night as he was so busy, and it was the only time he had available. He later said that during those few weeks, he had more time on his hands as he had left the family home. He agreed that he gave Patient A information about his personal difficulties, including his marital problems, but that this was akin to a TED Talk.

[157] After June 28, 2012, Dr. Okafor stopped calling for a period and did not answer Patient A's calls for the rest of 2012 according to the phone records available. He said that he became concerned with boundary crossing; however, if he had been mentoring Patient A at this point for almost two years (as he stated), the sudden concern with boundary crossing does not make sense unless something significant happened during this time frame.

[158] The Committee finds that Dr. Okafor became concerned with boundary crossing as a result of his having had sexual intercourse with Patient A by this time. This also explains why he deleted the June 2012 visit note, as he was trying to distance himself from the physician-patient relationship at that time.

Distancing himself from the physician-patient relationship

[159] Throughout his testimony, and in his responses to the College during its investigation, Dr. Okafor tried to minimize the medical care he provided to Patient A. He repeatedly stated that she was a patient, but not his patient. He considered even booked appointments to be walk-in appointments, stating that patients often called as they were walking into the office. He assessed and treated Patient A for depression. He provided psychotherapy, and billed OHIP for this service. He repeatedly referred to this as "informal" psychotherapy, and that the billing was just a reflection of the time he spent with her, and not the service provided.

[160] Dr. Okafor charted follow-up plans and then stated that this was just because it was a requirement of the College to document follow-up. Even though it was clear

from the medical record that Dr. Okafor was providing comprehensive continuing care to Patient A, he used the fact that she was not "rostered" to diminish this care. Dr. Okafor's unwillingness to acknowledge Patient A as a patient throughout his testimony undermined his credibility. If he did not engage in a sexual relationship with Patient A, there was no reason to downplay the extent of his provision of care to her.

Communication with the College and inconsistent statements

[161] Dr. Okafor also downplayed the extent of his personal relationship with Patient A. In a letter to the College on December 6, 2016, Dr. Okafor referred to Patient A as a "dear friend." In his testimony at the hearing, he stated that the term "dear" was used in the same sense as "dear sir or dear madame." The Committee finds this explanation to be nonsensical.

[162] Dr. Okafor was questioned about a statement to the College that was provided on September 13, 2019, in which he said that he provided "modest financial assistance where necessary" to Patient A. In response, Dr. Okafor said that he provided Patient A with money on only one occasion, the sum of about $500 in cash to buy books. He denied that the term "where necessary" implied more than once and blamed any confusion on his use of "flowery language." He had earlier blamed any inconsistencies on his counsel, who wrote the letters to the College on his behalf.

[163] In the same September 13, 2019 letter, Dr. Okafor's counsel wrote that there was a visit on June 28, 2012 at which he did not see her and did not bill OHIP. Dr. Okafor said that this correspondence was written by his counsel and meant that he did not see Patient A as a patient, that there was no clinical encounter and that it was a matter of semantics.

[164] Again, in the September 13, 2019 communication with the College, Dr. Okafor's counsel wrote:

> Dr. Okafor did speak to [Patient A] by phone and via text messaging, and when she came to Toronto, he would sometimes see her at her request. She came to his condominium before he sold it, and they spoke about her life and future plans. They had dinner a number of times. Dr. Okafor always tried to be supportive and encouraging.

[165] Dr. Okafor said that this was inaccurate, again blaming his counsel, and asserted that Patient A was at his condo only one time.

[166] Dr. Okafor later gave two versions of a second meeting at his condo. In chief, Dr. Okafor said Patient A came into his condo and it was there that he gave her the money. On cross-examination, he gave a more elaborate version of this visit that entailed him going downstairs to give Patient A the money.

Providing an incomplete chart

[167] Dr. Okafor was asked to provide the College with Patient A's complete chart in 2016. Portions of the chart continued to be submitted up until October 14, 2020, more than four years after the initial request. Dr. Okafor blamed his and his staff's naiveite about the use of the EMR (which he began using in 2011), and blamed his lawyers, stating that "[c]ounsel will have to do a better job and explain that." The Committee found this blaming of others to be self serving and it further undermined his credibility.

Theme of knight in shining armour

[168] On March 8, 2018, Patient A told the College that Dr. Okafor had described himself as her knight in shining armour. The next day, on March 9, she provided a text to that effect that she received from Dr. Okafor that day. It later became apparent during Dr. Okafor's testimony that the knight in shining armour was a recurring theme throughout their relationship, and that he viewed Patient A as a damsel in distress. He told the Committee that he considered himself to be a knight in shining armour to all of humanity. The Committee found Dr. Okafor's view of himself to be grandiose, and that it demonstrated a lack of insight into the effect he had on Patient A.

Meeting outside of the gym

[169] Dr. Okafor did not disclose the meeting outside of the gym to the College until October 2020.

[170] He blamed his counsel for this delay, saying it was up to counsel when to disclose it. As this was put forth as a significant and dramatic meeting between them which

caused him to distance himself from her over the ensuing months, the Committee found it difficult to understand why he would have held off on this information. Further, Dr. Okafor's explanation for what occurred at that meeting was not consistent with him being in a non-romantic relationship with Patient A. His testimony was that at that meeting, Patient A indicated that she wanted to move in with him and he indicated that it would be difficult for him to defend himself to family and friends if he lived with a stripper. If what he says is true (i.e., that he was only in a mentorship relationship with Patient A), there were any number of reasons he could have given for why cohabitation was not appropriate.

Business dealings with Patient B

[171] In chief, Dr. Okafor testified that in the summer of 2016, he thought that the investigation by the College was going to be closed, as he had received a letter from a College investigator asking him to send the College a letter. He stated that, on his mother's grave, he believed the case was closed. He then started discussions with Patient B in mid-December 2016. With respect to Patient A and the investigation, he said he didn't feel that it was an issue to have dealings with Patient B as they were separate people. He admitted that at this point he was aware that the investigation was ongoing. He stated he had "no relationship, no contact" with Patient A at that time.

[172] He then stated that Patient A's involvement would have been welcome and then acknowledged that he did ask her to go to the patent lawyer's office with Patient B. In fact, texts between Patient A and Dr. Okafor discuss his interest in Patient B's app idea starting in December 2016 and continuing in February and March of 2017.

[173] Dr. Okafor denied that he was using his involvement with Patient B as a shield against the investigation of his relationship with Patient A. However, the Committee finds this is inconsistent with the evidence in the record. His contradictory statements in this regard further undermine his credibility.

Findings

[174] Dr. Okafor's counsel submitted that Patient A's evidence should be rejected in that it was hopelessly conflicted and inconsistent. The Committee disagrees.

[175] Despite certain inconsistencies, the Committee finds that Patient A's testimony on the core issues was clear, consistent and cogent. Her inability to recall all the details was a result of the significant passage of time and did not affect the overall reliability of her evidence.

[176] The Committee finds that Patient A was a patient of Dr. Okafor's, that she had sex with him for the first time in June of 2012, while in a patient-physician relationship, and that she had an ongoing but intermittent personal and sexual relationship with him over the ensuing several years.

[177] Dr. Okafor gave conflicting explanations for key issues. The Committee finds that his assertion that he was mentoring Patient A was not believable. His testimony was often inconsistent with prior communications that he had with the College. He often blamed his counsel for these inconsistencies, as well as his misuse of language and semantics. He tried to underplay his role as a physician involved in Patient A's care. He did not provide the College with Patient A's complete chart when asked. When, in 2016, he knew that the College was pursuing an investigation, he became involved with Patient B, Patient A's son, in a business venture which the Committee finds was an attempt at keeping Patient A on side, in the hope that she would not disclose his relationship with her to the College.

[178] Counsel for Dr. Okafor suggested that without any direct testimony from Patient B, there was only second-hand information for the prosecution to rely upon, which is below the standard of proof required. The Committee disagrees. Patient B's medical record was created and maintained by Dr. Okafor and entered as evidence. Texts between Patient B and Dr. Okafor from Dr. Okafor's phone were also entered as evidence, and Dr. Okafor testified as to their contents.

[179] Dr. Okafor admitted to crossing boundaries with respect to his involvement in Patient B's app idea. Patient B was a teenager at the time, and trusted Dr. Okafor to help get his project up and running. Dr. Okafor created that expectation by

paying for the patent lawyer and offering to help with the funding and development of a website. He then abruptly withdrew from his involvement with the project, without explanation to Patient B. He knew his behaviour was inappropriate and admitted this in his testimony.

Conclusion

[180] The Committee's findings with respect to the two primary issues set out above are as follows:

Issue 1: Did Dr. Okafor engage in conduct with respect to Patient A that constitutes sexual abuse?

[181] Based on the analysis set out above, the Committee finds that Dr. Okafor engaged in a sexual relationship with Patient A, including by having sexual intercourse with Patient A, commencing in June 2012. This relationship was concurrent with their physician-patient relationship. The Committee finds that the allegation of sexual abuse is proven.

Issue 2: Would the conduct of Dr. Okafor, in his repeated crossing of boundaries with respect to Patient A and/or Patient B, and in his conduct with respect to the College's investigation, be reasonably regarded by members as disgraceful, dishonourable or unprofessional?

Patient A

[182] The Committee finds that Dr. Okafor's relationship with Patient A constitutes disgraceful, dishonourable or unprofessional conduct in that he repeatedly crossed boundaries by engaging in a personal relationship with her that also involved sexual relations.

Patient B

[183] Dr. Okafor admits to exercising poor judgment and crossing boundaries with respect to his dealings with Patient B. The Committee finds that Dr. Okafor's relationship with Patient B constituted disgraceful, dishonourable, and unprofessional conduct in its entirety.

College Investigation

[184] Dr. Okafor did not supply the documentation requested by the College when he was initially asked to do so. Despite being asked for Patient A's complete chart, including the appointment record, this documentation was not submitted until October 2020, just days before the hearing. It took a full four years for the College to receive Patient A's complete medical record.

[185] In explaining the delay, Dr. Okafor alternated between blaming his counsel for deciding what and when to disclose, and his naiveite regarding the EMR, even though he has now been using it for almost ten years.

[186] The Committee finds that on a balance of probabilities, it is more likely than not that these significant delays were intentional. The Committee finds that Dr. Okafor's lack of cooperation with the College's investigation constitutes disgraceful, dishonourable and unprofessional conduct.

IMMEDIATE INTERIM SUSPENSION

[187] Section 51(4.2) of the Code provides:

> Interim suspension of certificate
>
> (4.2) The panel shall immediately make an interim order suspending a member's certificate of registration until such time as the panel makes an order under subsection (5) or (5.2) if the panel finds that the member has committed an act of professional misconduct,
>
> > (a) Under clause (1) (a) and the offence is prescribed for the purposes of clause (5.2) (a) in a regulation made under clause 43 (1) (v) of the Regulated Health Professions Act, 1991;
> >
> > (b) Under clause (1) (b) and the misconduct includes or consists of any of the conduct listed in paragraph 3 of subsection (5); or
> >
> > (c) By sexually abusing a patient and the sexual abuse involves conduct listed under subparagraphs 3 i to vii of subsection (5). 2017, c. 11, Sched. 5, s. 19 (2).

[188] Subparagraphs 3 i to vii of subsection 51(5) state:

> 1. Revoke the member's certificate of registration if the sexual abuse consisted of, or included, any of the following:
>
> i. Sexual intercourse.
>
> ii. Genital to genital, genital to anal, oral to genital or oral to anal contact.
>
> iii. Masturbation of the member by, or in the presence of, the patient.
>
> iv. Masturbation of the patient by the member.
>
> v. Encouraging the patient to masturbate in the presence of the member.
>
> vi. Touching of a sexual nature of the patient's genitals, anus, breasts or buttocks.
>
> vii. Other conduct of a sexual nature prescribed in regulations made pursuant to clause 43 (1) (u) of the Regulated Health Professions Act, 1991. 2017, c. 11, Sched. 5, s. 19 (3).

[189] Given the Committee's findings, the Committee makes an immediate interim order suspending Dr. Okafor's certificate of registration, until such time as the Committee makes an order under subsection 51(5) or (5.2) of the Code.

[190] The Committee requests that the Hearings Office fix a date for the penalty hearing in this matter.

NOTICE OF PUBLICATION BAN

In the College of Physicians and Surgeons of Ontario and Dr. Innocent Chukwudumebi Okafor, this is notice that the Discipline Committee ordered that no person shall publish or broadcast the names of the individuals referred to as Patient A and/or Patient B at the hearing, or any information that could identify the individuals referred to as Patient A and/or Patient B, under subsection 45(3) of the Health Professions Procedural Code (the "Code"), which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended.

Subsection 93(1) of the Code, which is concerned with failure to comply with these orders, reads:

> Every person who contravenes an order made under … section 45 or 47… is guilty of an offence and on conviction is liable,
>
> (a) in the case of an individual to a fine of not more than $25,000 for a first offence and not more than $50,000 for a second or subsequent offence; or
>
> (b) in the case of a corporation to a fine of not more than $50,000 for a first offence and not more than $200,000 for a second or subsequent offence.

DISCIPLINE COMMITTEE
COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

Citation: *College of Physicians and Surgeons of Ontario v. Okafor*, 2021 ONCPSD 24
Date: May 20, 2021

BETWEEN:

College of Physicians and Surgeons of Ontario

- and -

Dr. Innocent Chukwudumebi Okafor

PENALTY REASONS

Heard: April 30, 2021, by videoconference

Panel:

Dr. Eric Stanton (chair)
Mr. Mehdi Kanji
Dr. Joanne Nicholson
Ms. Linda Robbins

Appearances:

Ms. Sayran Sulevani, for the College
Mr. Andrew Matheson and Mr. Hakeem Kassan, for Dr. Innocent Chukwudumebi Okafor
Mr. Gideon Forrest, Independent Legal Counsel to the Discipline Committee

Introduction

[1] On February 17, 2020, we found that Dr. Okafor committed an act of professional misconduct in that he engaged in sexual abuse of a patient and that he engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional: *College of Physicians and Surgeons of Ontario v. Okafor*, 2020 ONCPSD 9.

[2] We found that Dr. Okafor had sexually abused Patient A by engaging in a sexual relationship with her, had repeatedly crossed boundaries with Patient A and Patient B and had not cooperated with the College's investigation.

[3] On April 30, 2021, we heard submissions from both parties on penalty and costs. In our order released that day, we directed the Registrar to revoke Dr. Okafor's certificate of registration and to place a term, condition or limitation on Dr. Okafor's certificate requiring him to comply with the College's policy on Closing a Medical Practice. We also ordered Dr. Okafor to appear for a reprimand and to post an irrevocable letter of credit or other security acceptable to the College in the amount of $17,370, to reimburse the fund for patient counselling. Finally, we ordered Dr. Okafor to pay costs to the College of $51,850. These are the reasons for our order and direction.

Submissions on Penalty

[4] The College asked that Dr. Okafor's certificate of registration be revoked, he be reprimanded, be required to comply with the College's policy on closing a medical practice, reimburse the College for costs of therapy for Patient A in the amount of $17,370, and pay the costs of the hearing in the amount of $51,850 within 30 days.

[5] Counsel for Dr. Okafor advised that Dr. Okafor disagrees with the findings on liability but knows that the hearing on penalty is not the forum for such disagreement. He acknowledged that, in light of the findings made by the Committee on liability, there was no basis to oppose the order on penalty sought by the College, given that a reprimand and revocation are required by the statute and the other aspects of penalty sought by the College were common in a case of

this nature. However, Dr. Okafor requested 90 days to pay both therapy costs and costs of the hearing due to the financial impact of the outcome of our decision on liability and the suspension of Dr. Okafor's certificate of registration.

Evidence on Penalty

[6] Under section 51(6) of the Code, the panel shall, prior to making an order, consider any written statement that has been filed describing the impact of the sexual abuse on the patient.

[7] Patient A's witness impact statement outlined the extensive negative impact that her relationship with Dr. Okafor had on her life. She has suffered emotionally, physically and economically. She stated that she is hesitant to interact with male physicians and that this has impacted her ability to obtain medical care. In her words:

> The emotional impact that this conduct has imploded in my life has affected my ability to fully engage in healthy relationships, interfered with family and friends as well as having any trust in medical professionals and my ability to make the right choices when it came to my academic studies.

Penalty Principles

[8] The guiding principles to be considered when imposing a penalty are well established. A penalty must first and foremost ensure the protection of the public. A penalty must be such that the integrity and public confidence in in the College's ability to regulate the profession is maintained. The penalty should also serve as a specific deterrent to the member and a general deterrent to the profession, as well as providing an opportunity for the member's rehabilitation, where appropriate. Other principles we considered included denunciation of the misconduct and proportionality.

[9] In cases of sexual abuse, certain penalties are mandated by law. Given our finding of sexual abuse we are required to order a reprimand by s. 51(5) of the Code. Further, as we found Dr. Okafor engaged in sexual intercourse and other acts enumerated in s. 51(5)(3) of the Code, we are required to revoke his certificate of registration.

[10] Section 52(2) of the Code gives us the authority to require a member that has engaged in sexual abuse of a patient to reimburse the College for funding for therapy obtained by the patient under s. 85.7 of the Code. We also have the discretion to make an award of costs to the College.

Aggravating Factors

[11] There are several aggravating factors in this case. The nature of the misconduct itself is aggravating. Dr. Okafor used his position of authority to commence a sexual relationship with a vulnerable patient. Despite knowing Patient A's life was in turmoil, and despite treating her for mental health issues, he initiated a personal relationship with her.

[12] Dr. Okafor also obstructed the College's investigation by delaying the disclosure of requested records and by advising Patient A not to respond to the College's inquiries.

[13] Patient B was also vulnerable. At the time, he was a teenager and a patient of Dr. Okafor. By becoming involved in a business venture with him, Dr. Okafor again crossed boundaries and then abruptly abandoned Patient B when difficulties arose, causing distress to both Patient A and Patient B.

Mitigating Factors

[14] Counsel for Dr. Okafor suggested that the fact that Dr. Okafor has no prior discipline history is a mitigating factor. We disagree. The absence of discipline history is not a mitigating factor but is considered to be a lack of an additional aggravating factor.

Analysis

Mandatory Revocation and Reprimand

[15] Given our finding that Dr. Okafor engaged in sexual abuse, including sexual intercourse, with Patient A, we have no discretion and must order both a reprimand and the revocation of his certificate of registration. This result is not only statutorily mandated but consistent with the Committee's decisions in *College*

of Physicians and Surgeons of Ontario v. Gilbert, 2019 ONCPSD 8, and C*ollege of Physicians and Surgeons of Ontario v. Kerfoot*, 2020 ONCPSD 19.

Reimburse College for Cost of Therapy

[16] Section 52(2) of the Code provides the Committee with the authority to require a member who has engaged in sexual abuse of a patient to reimburse the College for funding for therapy obtained by the patient under section 85.7 of the Code.

[17] We exercise our discretion to order reimbursement of funding for therapy, which we find is an essential component in this case. In coming to this decision, we found the Committee's decision in *College of Physicians and Surgeons of Ontario v. Margaliot*, 2016 ONCPSD 53, helpful. There, as here, the physician had engaged in a sexual relationship with a patient. The Committee ordered the physician to pay therapy costs, finding the patient suffered severe distress in her personal and professional life due to her relationship with him. Moreover, she was vulnerable by virtue of her age and the power differential that exists between a physician and patient. In our view the same considerations apply here.

[18] We find the amount requested by the College to be reasonable and reflects what OHIP would pay for 200 units of individual out-patient psychotherapy with a psychiatrist. In addition, when there is a finding of sexual abuse, the panel may order that the physician provide security for reimbursement of the fund. We find an order for security for reimbursement is appropriate in these circumstances.

Policy on Closing a Medical Practice

[19] The order to adhere to the College policy on Closing a Medical Practice will ensure that the appropriate steps are taken to maintain continuity of care for Dr. Okafor's patients.

Costs and Time to Make Payment

[20] As the College was successful in proving all the allegations in this case, it is entitled to its costs.

[21] We find the amount of costs requested, $51,850, is based on the tariff rate for five hearing days which included four hearing days on the liability and one hearing day to address penalty. We are satisfied the costs requested are reasonable.

[22] We considered Dr. Okafor's request for more time to pay both the costs and the therapy award. However, despite the submissions of counsel as to Dr. Okafor's financial circumstances, Dr. Okafor filed no evidence of his financial circumstances or of any hardship. In the absence of such evidence, we declined to extend the time for payment.

Conclusion

[23] Under the guise of mentorship, Dr. Okafor crossed professional boundaries and began an intimate sexual relationship with Patient A. He also entered into a business relationship with Patient B, again crossing professional boundaries. Both patients were vulnerable: Patient A due to her life circumstances and mental health issues and Patient B due to his young age. Both patients trusted Dr. Okafor. This trust is a fundamental principle of the physician-patient relationship in which there is an inherent power imbalance. That power imbalance, in and of itself, makes a patient vulnerable.

[24] The College has widely available policies on preventing sexual abuse and the need to maintain professional boundaries at all times. It is the physician's responsibility to establish and maintain these boundaries, including with respect to business and financial matters, as well as personal relationships. Dr. Okafor demonstrated a disregard for the well-being of both Patient A and Patient B. His actions go against the values of the profession and the expectations of the College in its role as regulator.

[25] Protection of the public and maintaining public confidence in the medical profession and its regulation is essential not only for patient care but for the profession as a whole. Revocation of Dr. Okafor's certificate of registration will serve to protect the public and serve as a specific and general deterrent. It will also uphold the integrity of the profession and maintain the public's confidence in the ability of the College to regulate the profession in the public interest.

[26] A public reprimand will allow us to express our abhorrence for this type of misconduct. Patient A's witness impact statement spoke to her ongoing need for therapy due to the actions of Dr. Okafor.

[27] Costs are always at the discretion of the Committee. In this case, for the reasons above, we did not accept Dr. Okafor's request to delay payment of costs.

Order

[28] On April 30, 2021, we ordered and directed:

1. Dr. Okafor to appear before the panel to be reprimanded.

2. The Registrar to revoke Dr. Okafor's certificate of registration effective immediately.

3. The Registrar to place the following terms, conditions and limitations on Dr. Okafor's certificate of registration effective immediately:

   Dr. Okafor shall comply with the College Policy "Closing a Medical Practice."

4. Dr. Okafor to reimburse the College for funding provided to patients under the program required under section 85.7 of the Code, by posting an irrevocable letter of credit or other security acceptable to the College, within thirty (30) days of this order in the amount of $17,370.

5. Dr. Okafor to pay costs to the College in the amount of $51,850 within 30 days of the date of this Order.

ONTARIO PHYSICIANS AND SURGEONS DISCIPLINE TRIBUNAL

Tribunal File No.: 19-005-I

BETWEEN:

College of Physicians and Surgeons of Ontario

College

- and -

Innocent Chukwudumebi Okafor

Registrant

The Tribunal delivered the following Reprimand in writing on Tuesday, December 3, 2024.

*****NOT AN OFFICIAL TRANSCRIPT*****

Dr Okafor

You used your position of authority as a physician to commence a sexual relationship with a vulnerable patient. You also used your position and influence to enter a business relationship with this patient's son, also a patient of yours and a minor at the time. Under the pretense of mentorship, you repeatedly crossed professional boundaries with both patients, exploiting and undermining the trust they had in you as their physician.

It was your responsibility to establish and maintain appropriate boundaries, and you did not do so. Your explanations for your behaviour showed a remarkable lack of insight as to the impact you have had on these two individuals. You sought to blame others, including your staff, the patients, and even your counsel for discrepancies in your testimony, again showing lack of insight and little possibility for remediation.

You also sought to delay the College's investigation by intentionally withholding important documents and details over a several year period.

This Tribunal feels confident that given the seriousness of your misconduct, revocation of your certificate of registration is the appropriate penalty.