

**Indexed as: Ontario (College of Physicians and Surgeons of Ontario) v. Abdurahman,
2018 ONCPSD 42**

**THE DISCIPLINE COMMITTEE OF THE COLLEGE
OF PHYSICIANS AND SURGEONS OF ONTARIO**

IN THE MATTER OF a Hearing directed by
the Inquiries, Complaints and Reports Committee of the College of Physicians and Surgeons of
Ontario pursuant to Section 26(1) of the **Health Professions Procedural Code**
being Schedule 2 of the *Regulated Health Professions Act, 1991*,
S.O. 1991, c. 18, as amended.

B E T W E E N:

THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

- and -

DR. ADEL ABDOUSELAM ABDURAHMAN

PANEL MEMBERS:
DR. P. POLDRE (Chair)
MR. P. PIELSTICKER
DR. V. MOHR
MAJOR A. KHALIFA
DR. R. SHEPPARD

COUNSEL FOR THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO:

MS E. WIDNER

COUNSEL FOR DR. ABDURAHMAN:

MR. J. MUTTER

INDEPENDENT COUNSEL FOR THE DISCIPLINE COMMITTEE:

MR. R. COSMAN

Hearing Date:	February 9, 2018
Decision Date:	February 9, 2018
Penalty Decision Date:	August 13, 2018
Release of Written Reasons:	August 13, 2018

DECISION AND REASONS FOR DECISION

The Discipline Committee (the “Committee”) of the College of Physicians and Surgeons of Ontario heard this matter at Toronto on February 9, 2018. At the conclusion of the hearing, the Committee stated its finding that the member committed an act of professional misconduct and reserved its decision regarding penalty.

THE ALLEGATIONS

The Notice of Hearing alleged that Dr. Adel Abduselam Abdurahman committed an act of professional misconduct:

1. under paragraph 1(1) 33 of O. Reg. 856/93, in that he engaged in conduct or 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 THE ALLEGATIONS

Dr. Abdurahman admitted the allegation in the Notice of Hearing.

THE FACTS

The following facts were set out in the Agreed Statement of Facts on Liability which was filed as an exhibit and presented to the Committee:

BACKGROUND

1. Dr. Adel Abduselam Abdurahman (“Dr. Abdurahman”) is a 41 year old general surgeon practising medicine in Sault Ste Marie, Ontario.

2. Dr. Abdurahman received his medical degree in Ontario in 2004. He received his certificate of registration authorizing independent practice and his specialist qualification in general surgery in Ontario in 2009.

OVERVIEW OF THE CASE

3. Between January 1, 2015 and October 6, 2016, Dr. Abdurahman was providing general surgery services at Riverside Health Care Facilities in Fort Frances, Ontario, (“Fort Frances Hospital”), under the terms of an Alternative Payment Plan (“the Agreement”). The Agreement provides physicians with an annual lump sum payment in exchange for providing general surgery services at the hospitals covered under the Agreement. The Agreement specifically prohibits physicians who have entered into the Agreement from submitting claims or accepting payment from the Ontario Health Insurance Plan (“OHIP”).
4. During the period that he was bound by the Agreement, Dr. Abdurahman:
 - (i) Submitted claims for services provided and accepted payment from OHIP in the amount of \$204, 959.74, in violation of the Agreement.
 - (ii) Rendered and billed for services at hospitals that are not parties to the Agreement and are between 1000 to 2000 km away from Fort Frances on thirty-three (33) dates. On at least thirty (30) of these dates, he was also first General Surgeon on-call at Fort Frances Hospital and it was physically impossible for him to attend at Fort Frances Hospital within any reasonable time period;
 - (iii) On the same dates when he was being paid to be on-call at Fort Frances Hospital, he submitted claims and received payment from OHIP in the amount of \$37, 827.34 for services rendered at other hospitals, an amount included in the total amount of \$204, 959.74, referred to in paragraph 4(i) above;
 - (iv) Used vacation days from Fort Frances to provide fee-for-service coverage, and submit claims to OHIP, at hospitals in Ontario not party to the Agreement;
 - (v) Upon learning that Fort Frances Hospital had received information that he was providing services and billing OHIP outside the terms of the Agreement, Dr. Abdurahman provided inaccurate information to Fort Frances Hospital regarding the

number of dates he was providing services at other hospitals. He also contacted the Chief of Staff of Fort Frances Hospital to ask him to retroactively falsify the Fort Frances Hospital on-call schedule so that the schedule would not reflect conflicts when Dr. Abdurahman was in fact providing services elsewhere.

THE ALTERNATIVE PAYMENT PLAN (“THE AGREEMENT”)

5. Effective in 2005, the Ministry of Health and Long-Term Care (“MOHLTC”) entered into an Agreement with physicians, local hospitals and the Ontario Medical Association (“OMA”) for funding of general surgery services in the district of Kenora and Rainy River. One of the goals of the Agreement is to provide surgical services in the under-served regions of northern Ontario. The physicians are members in a group known as the Regional Surgical Network, (“the Group”). Each physician in the Group is required to sign a declaration and consent confirming that they are bound by the Agreement. A copy of the Agreement, effective October 1, 2005, is attached at TAB A [to the Agreed Statement of Facts on Liability].
6. Under the terms of the Agreement, a physician member of the Group receives an annual payment in return for providing surgical services in one of the hospitals named in the Agreement. Physicians are not permitted to submit claims to, or accept payment from OHIP, subject to limited exceptions that have no application to this case.
7. Amongst other terms, the Agreement provides that:
 - The purpose of the Agreement is to provide payments for physicians rendering Clinical Services on a basis other than Fee-For-Service, (Agreement, Preamble, page 2);
 - The hospitals that are covered by the Agreement are Lake of the Woods District Hospital, Riverside Health Care Facilities, Dryden Regional Health Centre and Sioux Lookout Meno-Ya-Win Health Centre, (Agreement, p. 1). [Riverside Health Care Facilities include La Vérendrye Hospital, Emo Health Centre and Rainy River Health Centre];

- The funding model is set out in Article 6 of the Agreement, (Agreement, pp. 9-12) and provides for a lump sum annual rate for services provided under the Agreement;
- In accordance with Article 7 of the Agreement, (Agreement, pp. 12-13), a physician who is a member of the Group must not claim or accept payment from OHIP.

DR. ABDURAHMAN JOINS THE GROUP

8. On September 25, 2014, Dr. Abdurahman was appointed to Riverside Health Care Facilities, La Verendrye Hospital, in Fort Frances, Ontario, with courtesy privileges at the Emo and Rainy River Health Centres. Dr. Abdurahman was one of two General Surgeons at Fort Frances Hospital.
9. On January 1, 2015, Dr. Abdurahman signed Appendix B to the Agreement, “Declaration and Consent Forms”, attached at TAB B [to the Statement of Agreed Facts on Liability], confirming that he is a member of the Group and is bound by the terms of the Agreement.
10. On January 28, 2016, Riverside Health Care Facilities issued a Certificate of Appointment to Dr. Abdurahman for the year 2016, attached at TAB C [to the Statement of Agreed Facts on Liability].

DR. ABDURAHMAN - PRIVILEGES AT OTHER HOSPITALS

11. At the same time that he held privileges at Riverside Health Care Facilities and was bound by the terms of the Agreement, Dr. Abdurahman held privileges at other hospitals in Ontario, outside the service area covered by the Agreement, as follows:
 - Cornwall Community Hospital in Cornwall. Cornwall is approximately 2000 km from Fort Frances Hospital;
 - Sault Area Hospital in Sault Ste Marie. Sault Ste Marie is approximately 1000 km from Fort Frances Hospital;
 - Sensenbrenner Hospital in Kapuskasing. Kapuskasing is approximately 950 km from Fort Frances Hospital;

- Timmins and District Hospital in Timmins. Timmins is approximately 1100 km from Fort Frances Hospital;
- Pembroke Regional Hospital in Pembroke. Pembroke is approximately 1600 km from Fort Frances Hospital.

THE COLLEGE INVESTIGATION

12. In October 2016, the College received information from Fort Frances Hospital, that Dr. Abdurahman had breached the terms of the Agreement by:
- Practising outside the geographic area covered by the Agreement;
 - Billing OHIP for services provided, contrary to the terms of the Agreement, on a fee-for-service basis, and;
 - Providing locum coverage and services at hospitals up to 2000 km away from Fort Frances Hospital at the same time that he was paid to be first General Surgeon on-call at Fort Frances Hospital.

DISGRACEFUL, DISHONOURABLE OR UNPROFESSIONAL CONDUCT

13. Fort Frances Hospital first became aware of a potential issue regarding Dr. Abdurahman in September 2016, after a consultation note prepared by Dr. Abdurahman when he was providing coverage at Timmins, a hospital outside the Regional Area covered by the Agreement, was faxed from Timmins to Fort Frances Hospital. The Chief of Staff of Fort Frances Hospital became aware of the consultation note and referred the issue to Dr. X for further investigation. Dr. X is a general surgeon who is a member of the Group. Dr. X. is responsible for reviewing and administering the Agreement and is also the physician who reported the issue to the College.
14. Dr. X asked Dr. Abdurahman about the locum coverage in Timmins. Dr. Abdurahman admitted to Dr. X that he had provided locum coverage in Timmins over approximately five (5) week-ends.

15. Dr. X obtained information from HealthForceOntario that confirmed that Dr. Abdurahman had provided locum coverage in Timmins, and also in Sault Ste Marie, Pembroke and Kapuskasing hospitals during 2015-2016 for a period greater than 100 days. Dr. Abdurahman also provided fee-for-service coverage in Pembroke during the same period.
16. Dr. X told Dr. Abdurahman that he was obtaining the information from HealthForce Ontario and asked Dr. Abdurahman to submit a complete list of his locum coverage in hospitals outside the terms of the Agreement. Dr. Abdurahman submitted a list to Dr. X, by email dated September 15, 2016, attached at TAB D [to the Statement of Agreed Facts on Liability], which contains approximately fifty-one (51) dates of locum coverage at hospitals not party to the Agreement.
17. Upon learning of Dr. X's investigation, Dr. Abdurahman contacted the Chief of Staff of Fort Frances Hospital and requested that the Chief retroactively alter or modify the on-call schedule to reflect that he was not on-call for the same days that he was providing locum coverage at other hospitals.
18. Dr. Abdurahman was paid to be the first General Surgeon on-call at Fort Frances Hospital but on at least thirty three (33) dates was in fact providing locum coverage at far distant hospitals. The expectation for being the first General Surgeon on-call is that the physician must be available and able to attend the Fort Frances Hospital within thirty minutes to one hour of being called. On those dates, Dr. Abdurahman was too far away to have returned to Fort Frances Hospital in any reasonable time frame.
19. Dr. Abdurahman resigned his privileges with Riverside Health Care on October 6, 2016, and is no longer a member of the Group.
20. On October 21, 2016, Riverside Health Care Facilities provided a report to the College under s.33 of the *Public Hospitals Act*. As set out in the report and its attachments, attached at TAB E [to the Statement of Agreed Facts on Liability], Dr. Abdurahman engaged in the following misconduct:

- Providing locum coverage at hospitals outside the Agreement on 110 days, and billing OHIP for those days, in violation of the Agreement;
 - Submitting claims for fee-for-service on 27 days in Pembroke in violation of the Agreement;
 - Taking 16 excess days of leave as personal injury days while providing locum coverage in Pembroke;
 - Providing locum coverage at distant hospitals for 33 days/nights while he was officially on-call for General Surgery at Fort Frances Hospital;
 - Seeking to retroactively falsify the Fort Frances Hospital on-call schedule for 2015 and 2016 to reflect that he was not on-call while away performing locums elsewhere.
21. Dr. Abdurahman entered into a promissory note, dated October 27, 2016, in the amount of \$46,944.87, payable to the Group in four instalments. The promissory note reflects money the Group owes to the MOHLTC as a result of Dr. Abdurahman's breach of the Agreement. The amount of \$46,944.87 is comprised of the amount paid to Dr. Abdurahman for being the first General Surgeon on-call at Fort Frances on dates when he was also billing OHIP for services rendered in other hospitals, as well as a recruitment bonus he was paid to work in Fort Frances and to which he was no longer entitled due to his breach of the Agreement.
22. Under the terms of the promissory note, Dr. Abdurahman was scheduled to pay the entire amount by March 17, 2017. To date, Dr. Abdurahman has repaid \$6,000.00.

ADMISSION

23. Dr. Abdurahman admits the facts specified above, and admits that, based on these facts, he engaged in professional misconduct:
- (a) 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 conduct or 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.

FINDING

The Committee accepted as correct all of the facts set out in the Agreed Statement of Facts on Liability. Having regard to these facts, the Committee accepted Dr. Abdurahman's admission and found that he committed an act of professional misconduct, in that 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.

PENALTY AND REASONS FOR PENALTY

Penalty Principles

The principles underlying the imposition of penalty following a finding of professional misconduct are well established. Foremost amongst these is the protection of the public. Other principles to be considered are maintenance of public confidence in the integrity of the profession and in the College's ability to regulate the profession in the public interest, denunciation of wrongful conduct, specific deterrence as it applies to the member, general deterrence as it applies to the membership as a whole, and, where appropriate, the remedial and rehabilitative needs of the member.

The task of the Committee is to apply these principles in light of the unique facts and circumstances of the case when determining a penalty which is fair, just, and appropriate. In doing so, the Committee takes into account aggravating and mitigating factors. Previous similar cases are considered. Although the Committee is not bound by previous decisions of the Discipline Committee, they can provide helpful guidance, given the general principle that similar kinds of professional misconduct should usually attract similar penalties.

Position of the Parties on Penalty

Both counsel for the College and counsel for Dr. Abdurahman were in agreement regarding the elements of the penalty which would properly express the principles referred to above. In light of the areas of substantial agreement between counsel, a draft order was jointly submitted which reflects this.

The draft order submitted by the parties included the following:

- that the Registrar suspend Dr. Abdurahman's certificate of registration for a specified period of time;
- that Dr. Abdurahman appear before the Committee to be reprimanded;
- that multiple terms conditions and limitations be imposed on Dr. Abdurahman's certificate of registration, including the requirement that he complete the PROBE course in ethics and professionalism, and that following the completion of the period of suspension of his certificate of registration, Dr. Abdurahman be required to practise only under the supervision of a clinical supervisor for a specified period of time, to be followed by a reassessment of his practice by a College appointed assessor;
- that Dr. Abdurahman pay a fine to the Minister of Finance in a specified amount; and
- that Dr. Abdurahman pay costs to the College for a one-day hearing, at the College tariff rate of \$5, 500.00.

The parties differed on several important aspects of the proposed penalty. Counsel for the College submitted that Dr. Abdurahman's certificate of registration should be suspended for twelve (12) months; counsel for Dr. Abdurahman, while agreeing that suspension is required, submitted that suspension for a three-month period is appropriate in this case.

Counsel for the College submitted that, following Dr. Abdurahman's return to practice at the conclusion of the suspension of his certificate of registration, he should be subject to a period of clinical supervision for five (5) years; counsel for Dr. Abdurahman submitted that three years of clinical supervision was sufficient.

Finally, counsel for the College submitted that the fine that Dr. Abdurahman be ordered to pay to the Minister of Finance in this case should be in the amount of \$35,000.00. Counsel for Dr. Abdurahman submitted that the fine should be for \$10,000.00.

Evidence on Penalty

The Agreed Statement of Facts on Liability (exhibit 2) was considered by the Committee in its deliberations on penalty. The Committee did not hear testimony of any witnesses.

Counsel for Dr. Abdurahman submitted some additional materials which were admitted into evidence without objection. These included documents appended to Dr. Abdurahman's written submissions on penalty: a copy of an Undertaking entered into by Dr. Abdurahman with the College, dated July 4, 2017 (exhibit 3); a copy of a letter from Dr. Abdurahman to the College investigator, dated March 14, 2017 (exhibit 4); and a copy of a letter from Dr. Dawn Martin to counsel for Dr. Abdurahman, dated May 11, 2017 (exhibit 5). As the authors of the above correspondence did not give sworn testimony, the letters referred to were untested and were not admitted for the truth of their contents.

The Committee carefully considered the facts and circumstances of the professional misconduct committed by Dr. Abdurahman.

Aggravating Factors

The Committee was alarmed and dismayed by Dr. Abdurahman's conduct. He repeatedly and willfully violated the terms of the Alternate Payment Plan (APP) signed by him, billing OHIP for over \$200,000.00 when OHIP billing was specifically prohibited by the APP. He provided clinical services at other hospitals in the province not covered by the APP, some of which are located at great geographical distance from Fort Frances. While he was being paid to be on-call in Fort Frances, he was often unavailable, providing clinical services in other geographical locations, contrary to the terms of the APP.

Dr. Abdurahman's subsequent actions in providing inaccurate information to Fort Frances Hospital with regards to these activities, and requesting the Chief of Staff of the hospital to retroactively alter the on-call schedule in order to cover-up his unauthorized absences, are deceitful and represent his efforts to avoid accountability for his actions.

Of great concern is the fact that patient safety was clearly at risk during the frequent occasions when Dr. Abdurahman was unavailable while on-call in Fort Frances. Although the Committee heard no evidence that any patients suffered harm as a result, this was simply a matter of good fortune. It is the risk of harm to the public which concerns the Committee and, through his actions, Dr. Abdurahman placed the public at risk of harm.

A member's willful violation of the terms of an APP, as a ground for finding professional misconduct, is a relatively novel issue before the Discipline Committee. One of the purposes of this APP was to address the historic difficulties in recruiting and retaining qualified specialists in the north, by means of an alternate method of remuneration which frees a physician from the demands of a fee-for-service practice. The Ministry of Health and Long Term Care, the health care system in general, and certainly the public, all have a strong interest in the success of these APP initiatives. The actions of Dr. Abdurahman in breaching the terms of the APP for illicit personal gain, while at the same time being unavailable to provide surgical on-call services for the population of Fort Frances, which he should have been providing, represent an egregious breach of trust, in the view of the Committee.

The Committee heard no testimony from Dr. Abdurahman with respect to his motivation in relation to the misconduct in question. His letter to the College (exhibit 4), which was not accepted for the truth of its contents, refers only to Dr. Abdurahman "looking for opportunities to maintain and enhance my skills," and to having been "insensitive" to his professional and contractual obligations. The conclusion of the Committee, based on available evidence, is that Dr. Abdurahman was primarily motivated by financial gain. This financially-motivated misconduct is similar, but not identical, to cases of OHIP fraud, in which claims are submitted for services which are not provided. Dr. Abdurahman was being paid to provide on-call services at Fort Frances Hospital, and he was not providing these services.

With respect to Dr. Abdurahman's potential for remediation and rehabilitation, the Committee considered the contents of the letter from Dr. Dawn Martin. The Committee did not attach a great deal of weight to this letter. Although Dr. Martin provides a generally positive appraisal of Dr. Abdurahman with respect to his insight and understanding of his misconduct, and his commitment to work further with Dr. Martin, her letter is brief and somewhat dated. Although the prospect of further remedial work is referred to in the letter, no meaningful information in this regard is provided to the Committee. Dr. Martin refers to Dr. Abdurahman's need to strengthen his communication skills, but the Committee has no evidence that poor communication was a factor in understanding the misconduct in question.

Summary of Aggravating Factors

The Committee identified several aggravating factors in this case. As noted above, Dr. Abdurahman placed public safety at risk by being unavailable to fulfill his on-call responsibilities. Dr. Abdurahman continued this pattern of reckless behaviour for a lengthy period of time, until his actions were accidentally discovered. He initially tried to avoid responsibility, inaccurately stating the number of occasions on which he was absent, and requesting the Chief of Staff of the hospital in Fort Frances to retroactively falsify his on-call schedule to cover-up his actions. The misconduct committed by Dr. Abdurahman thus cannot be considered as a mere lapse in judgment. Rather, it encompasses a pattern of professional misbehaviour which was lengthy and multifaceted, and which placed the public at risk of harm.

Mitigating factors

In terms of mitigating factors, the Committee accepts that Dr. Abdurahman cooperated with the College investigation, and agreed to the Agreed Statement of Facts on Liability, and thus helped to avoid the necessity of a longer and more costly hearing. He did not take issue with and agreed to many of the terms of the proposed draft penalty order. Dr. Abdurahman has offered through his counsel some expressions of regret and remorse for his behaviour. He voluntarily took counselling in medical ethics and professionalism with Dr. Dawn Martin. Finally, the Committee notes that Dr. Abdurahman has no previous disciplinary history with the College. He is a

relatively young physician, with most of his medical career still before him, and hopefully will have the ability to learn from his mistakes.

Conclusion

The Committee finds that the aggravating factors in this case, and the need to send a strong message of deterrence to the profession, require a stringent penalty. Public confidence in effective regulation of the medical profession by the College in the public interest will thereby be enhanced.

The Committee accepted the terms of the proposed draft order on penalty and costs, which have been jointly agreed to by the parties. Dr. Abdurahman's professional misconduct reflects to a large extent his ethical failure. His successful completion of the PROBE course in ethics and professionalism will hopefully address his remedial needs in this area. A period of clinical supervision following his return to practice will ensure that his practice conforms to ethical and professional standards. The Committee agrees also that, in the interests of denunciation and deterrence, a period of suspension of Dr. Abdurahman's certificate of registration and a monetary fine, are both required.

The three significant areas of disagreement between the College and Dr. Abdurahman with respect to the necessary and appropriate penalty are the length of the term of clinical supervision to be imposed when Dr. Abdurahman returns to practice, the amount of the fine to be paid, and the length of the suspension of Dr. Abdurahman's certificate of registration.

First, the Committee finds that a five (5) year term of clinical supervision is required. The Committee heard no testimony from Dr. Abdurahman on his motivation for the misconduct committed. No evidence was presented of his personal circumstances at the time of the misconduct, or subsequently. Also, the Committee heard no evidence with respect to his risk of re-offending. Although Dr. Abdurahman asserted through his counsel that it will not happen again, no evidence was presented to the Committee to support his assertion. On the limited evidence before it with respect to these issues, the Committee remains concerned about Dr. Abdurahman's ability to conform his practise to the required ethical standards. The misconduct

which he committed placed the public at risk. A lengthy period of clinical supervision will serve to safeguard the interests of the public, Dr. Abdurahman's medical colleagues, and the profession.

Second, the Committee orders that Dr. Abdurahman pay a fine to the Minister of Finance, in the amount of \$35,000.00. The Committee recognizes that this is a significant financial penalty, but finds that it is warranted under the circumstances, in the interests of denunciation and deterrence. Dr. Abdurahman profited financially by breaching his APP and, as noted earlier, disregarded public safety by so doing.

Third, the Committee determined that Dr. Abdurahman's certificate of registration should be suspended for a period of nine (9) months. In making this decision, the Committee balanced the need for strong denunciation, deterrence, and maintenance of public confidence in the profession with Dr. Abdurahman's demonstrated willingness to work constructively with the College to arrive at a fair disposition of his case. The Committee hopes that Dr. Abdurahman will demonstrate the potential to rehabilitate himself and function as an ethical and productive member of the profession.

The Committee reviewed the case law provided by the parties and is of the view that the penalty imposed is within the range of previous sanctions in similar cases. Dishonesty motivated by financial gain, usually in cases of OHIP fraud, has generally resulted in composite penalties with terms, including suspension of the member's certificate of registration, a period of clinical supervision, and a fine. The length of suspension in previous cases of this nature has been variable, but includes suspensions of six (6) months (*Wong* 2017) and twelve (12) months (*Rivlin* 2013) in cases in which the misconduct committed was similar in some respects to that committed by Dr. Abdurahman.

ORDER

Therefore, the Committee orders and directs that:

1. The Registrar suspend Dr. Abdurahman's Certificate of Registration for a nine (9) month period, effective immediately.
2. Dr. Abdurahman appear before the panel to be reprimanded within three (3) months of the date this Order becomes final.
3. The Registrar impose the following terms, conditions and limitations on Dr. Abdurahman's Certificate of Registration, effective immediately:
 - (i) Dr. Abdurahman will successfully complete the PROBE course in ethics and professionalism, at his own expense, within 6 months of the date of this Order, or any alternate course in ethics and professionalism approved by the College. Dr. Abdurahman will agree to abide by any recommendations of the PROBE program and provide proof of completion to the College;
 - (ii) Prior to resuming practice after the period of suspension of his certificate of registration. Dr. Abdurahman shall retain a College-approved clinical supervisor, who will sign an undertaking in the form attached as Schedule "A" to the Order (the "Clinical Supervisor"), to review Dr. Abdurahman's Ontario Health Insurance Plan(OHIP) claims and billings, any other billing submitted to or paid out by the Ministry of Health and Long-Term Care (MOHLTC) and the corresponding patient records;
 - (iii) For a period of five (5)years, Dr. Abdurahman may practice only under the supervision of the Clinical Supervisor and will abide by all recommendations of his Clinical Supervisor with respect to his practice, including but not limited to review

of OHIP billings and corresponding patient charts, and may also include practice management, and continuing education. The period of Clinical Supervision will commence on the expiry of the period of suspension, or on the date that the Clinical Supervisor is approved, if one is not approved during the period of suspension;

- (iv) The Clinical Supervisor will conduct the review once every month and the review will consist of at least twenty (20) patient charts, selected in the sole discretion of the Clinical Supervisor, and the corresponding claims and billings submitted to OHIP and/or the MOHLTC;
- (v) The Clinical Supervisor will provide a report to the College once every month, or more frequently if the Clinical Supervisor has concerns about Dr. Abdurahman's standard of practice or conduct.
- (vi) If, prior to completion of Clinical Supervision, the Clinical Supervisor is unable or unwilling to continue in that role for any reason. Dr. Abdurahman shall retain a new College-approved Clinical Supervisor who will sign an undertaking in the form attached hereto as Schedule "A". If Dr. Abdurahman fails to retain a Clinical Supervisor on the terms set out above within thirty (30) days of receiving notification that his former Clinical Supervisor is unable or unwilling to continue in that role, he shall cease practicing medicine until such time as he has obtained a Clinical Supervisor acceptable to the College. If Dr. Abdurahman is required to cease practice as a result of this paragraph, this will constitute a term, condition and limitation on his certificate of registration and such term, condition and limitation shall be included on the public register;
- (vii) After a minimum period of one year of Clinical Supervision, and only upon receipt of approval from the College, the frequency of supervision may be reduced from time to time thereafter as recommended by the Clinical Supervisor and only as approved by the College;

- (viii) Upon completion of the five (5) year period of Clinical Supervision, as described above, within approximately six (6) months. Dr. Abdurahman shall undergo a re-assessment of his practice by a College-appointed assessor (the "Assessor"). This re-assessment by the Assessor will include a review of Dr. Abdurahman's office charts and corresponding OHIP billings and an interview with Dr. Abdurahman. Dr. Abdurahman shall abide by all recommendations made by the College-appointed Assessor. The Assessor shall report the results of this re-assessment to the College;
- (ix) Dr. Abdurahman shall inform the College of each and every location where he practises, in any jurisdiction (his "Practice Location(s)") within fifteen (15) days of this Order and shall inform the College of any and all new Practice Locations within fifteen (15) days of commencing practice at that location;
- (x) Dr. Abdurahman shall consent to the sharing of information between the Clinical Supervisor, Assessor and the College as any of them deem necessary or desirable in order to fulfill their respective obligations;
- (xi) Dr. Abdurahman shall consent to the monitoring of his OHIP billings and cooperate with inspections of his practice and patient charts by the Clinical Supervisor and College representatives for the purpose of monitoring and enforcing his compliance with this term of the Order. Monitoring this term shall include making enquiries of the Ministry of Health and Long- Term Care regarding Dr. Abdurahman's billings;
- (xii) Dr. Abdurahman shall co-operate with unannounced inspections of his office practice and patient charts by the College for the purpose of monitoring and enforcing his compliance with the terms of this Order and shall provide his irrevocable consent to the College to make appropriate enquiries of any person or institution who may have relevant information for the purposes of monitoring and enforcing his compliance with the terms of this Order; and

(xiii) Dr. Abdurahman shall be responsible for any and all costs associated with implementing the terms of this Order.

4. Dr. Abdurahman shall, within three (3) months, pay a fine to the Minister of Finance in the amount of \$35,000.00, and Dr. Abdurahman shall provide proof of this payment to the Registrar of the College.
5. Dr. Abdurahman pay to the College its costs of this proceeding in the amount of \$5,500 within thirty (30) days from the date this Order becomes final.