

COLLEGE OF PHYSICIANS & SURGEONS OF ALBERTA

IN THE MATTER OF
A HEARING UNDER THE *HEALTH PROFESSIONS ACT*,
RSA 2000, c H-7

AND IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF DR. BRUCE HOFFMAN

**DECISION OF THE HEARING TRIBUNAL OF
THE COLLEGE OF PHYSICIANS
& SURGEONS OF ALBERTA
March 24, 2025**

I. INTRODUCTION

- [1] The Hearing Tribunal held a hearing into the conduct of Dr. Bruce Hoffman on September 11 and 12, 2024 and November 22, 2024. The members of the Hearing Tribunal were:
- Dr. V. Bobart, Chairperson;
 - Dr. J. Pasternak (member);
 - Mr. S. Flint (public member);
 - Mr. A. Otway (public member).
- [2] Appearances:
- Mr. Craig Boyer, legal counsel for the Complaints Director;
 - Dr. G. Giddings, Complaints Director;
 - Dr. Bruce Hoffman ("**Dr. Hoffman**" or the "**Investigated Person**");
 - Ms. Karen Pirie, KC and Ms. Emily McCartney, legal counsel for Dr. Hoffman;
 - Mr. Fred Kozak, KC, independent legal counsel for the Hearing Tribunal;
 - Ms. Jennifer White, Hearing Facilitator;
 - Ms. Shelley Becker, Court Reporter.

II. PRELIMINARY MATTERS

- [3] Neither party objected to the composition of the Hearing Tribunal or its jurisdiction to proceed with the hearing.
- [4] The Chair confirmed that the hearing was open to the public under section 78 of the *Health Professions Act*, RSA 2000, c. H-7 (the "**HPA**"). No application was made to hold the hearing or a part of the hearing in private.
- [5] There were no matters of a preliminary nature.

III. CHARGES

- [6] The Notice of Hearing (Exhibit 1, Tab 1) outlines the charges against Dr. Hoffman as follows:
1. Between April 2016 and November 2016, you did order and provide private laboratory testing for your patient, [REDACTED], at significant cost to your patient and contrary to the CPSA's Sale of Products by Physicians Standard of Practice.
 2. You did charge the Alberta Health Care Insurance Plan for services rendered to your patient, [REDACTED], while also charging your patient fees for the same visit,

contrary to Section 9 and Section 11 of the *Alberta Health Care Insurance Act*, occurring on or about one or more of the following dates:

- a. May 30, 2016;
 - b. June 23, 2016.
3. On or about November 22, 2016 you did charge an unreasonable missed / cancelled appointment fee of \$1,000 contrary to the Canadian Medical Association's Code of Ethics, including one or more of the following sections; sections 1, 13, and 16.
 4. On or about April 5, 2017, you did fail to ensure that the confidentiality of your patient record for [REDACTED] [REDACTED] was maintained when you delivered the chart by courier who left it unattended in an open mailbox at the patient's home and without prior notice to the patient that the record would be delivered to her in that manner, contrary to the CPSA's Patient Record Retention Standard of Practice.
 5. You did use of [sic] 1072342 [sic] Alberta Ltd. for the practice of medicine contrary to section 106 of the *Health Professions Act*.

IV. EVIDENCE

[7] The following Exhibits were entered into evidence during the hearing:

EXHIBIT 1 AGREED EXHIBIT BOOK (CONTAINING TABS 1 – 17):

- | | |
|-------|---|
| Tab 1 | NOTICE OF HEARING DATED OCTOBER 27, 2022 - PAGE 1 |
| Tab 2 | [REDACTED] COMPLAINT REPORTING FORM DATED OCTOBER 2, 2018 - PAGE 4 |
| Tab 3 | DR. BRUCE HOFFMAN EMAIL RESPONSE TO [REDACTED] [REDACTED], COMPLAINT INQUIRY COORDINATOR, DATED DECEMBER 19, 2018 - PAGE 40 |
| Tab 4 | DR. BRUCE HOFFMAN LETTER TO [REDACTED] DATED FEBRUARY 19, 2019 REGARDING FURTHER RESPONSE - PAGE 41 |
| Tab 5 | PATIENT CHART FOR [REDACTED] FROM HOFFMAN CLINIC (589 PAGES) - PAGE 42 |

- Tab 6 [REDACTED], ASSOCIATE COMPLAINTS DIRECTOR, LETTER TO DR. BRUCE HOFFMAN DATED DECEMBER 2, 2019 WITH ADDITIONAL QUESTIONS - PAGE 700
- Tab 7 BENNETT JONES LLP, [REDACTED] LETTER TO [REDACTED] DATED FEBRUARY 12, 2020 WITH ANSWERS TO ADDITIONAL QUESTIONS - PAGE 701
- Tab 8 [REDACTED] LETTER TO DR. BRUCE HOFFMAN DATED JULY 6, 2020 REGARDING BILLING TO ALBERTA HEALTH CARE AND AHC BILLING INFORMATION - PAGE 705
- Tab 9 DR. BRUCE HOFFMAN LETTER TO [REDACTED] DATED JULY 10, 2020 REGARDING BILLING TO ALBERTA HEALTH CARE - PAGE 707
- Tab 10 [REDACTED] LETTER TO DR. BRUCE HOFFMAN DATED OCTOBER 22, 2020 REGARDING EXPANDED INVESTIGATION REGARDING BILLING - PAGE 708
- Tab 11 [REDACTED] LETTER TO [REDACTED] DATED NOVEMBER 4, 2020 REGARDING NO EXTRA BILLING -PAGE 709
- Tab 12 [REDACTED] LETTER TO [REDACTED] DATED NOVEMBER 27, 2020 WITH ATTACHED COPIES OF INVOICES FOR SERVICES AND MATERIALS BILLED TO [REDACTED] - PAGE 710
- Tab 13 ALBERTA CORPORATE REGISTRY SEARCH RESULTS FOR [REDACTED] ALBERTA LTD. - PAGE 775
- Tab 14 CPSA STANDARD OF PRACTICE RE SALE OF PRODUCTS BY REGULATED MEMBERS - PAGE 778
- Tab 15 CANADIAN MEDICAL ASSOCIATION CODE OF ETHICS - PAGE 779
- Tab 16 CPSA STANDARD OF PRACTICE RE PATIENT RECORD RETENTION - PAGE 783
- Tab 17 ALBERTA HEALTH CARE INSURANCE ACT - PAGE 787
- EXHIBIT 2 ARTICLES OF AMALGAMATION FOR BRUCE O. HOFFMAN PROFESSIONAL CORPORATION
- EXHIBIT 3 CURRICULUM VITAE OF DR. BRUCE HOFFMAN
- EXHIBIT 4 2018-11-06 CPSA LETTER TO DR. HOFFMAN RE COMPLAINT
- EXHIBIT 5 2019-05-01 CPSA LETTER TO DR. HOFFMAN RE INVESTIGATOR

- EXHIBIT 6 2020-05-11 [REDACTED] LETTER TO [REDACTED] RE SALE OF PRODUCTS
- EXHIBIT 7 2020-09-17 [REDACTED] LETTER TO [REDACTED] RE JULY 10 RESPONSE
- EXHIBIT 8 EXCEL REPORT RE [REDACTED] SUMMARY OF EXPENSES FOR TESTS
- EXHIBIT 9 PHOTOGRAPH – WALKWAY
- EXHIBIT 10 BUNDLE OF CPSA CORRESPONDENCE
- EXHIBIT 11 CURRICULUM VITAE OF [REDACTED]
- EXHIBIT 12 BOOKING SHEET - [REDACTED] (PREVIOUSLY MARKED AS EXHIBIT A FOR IDENTIFICATION)
- EXHIBIT 13 CLINIC CONTACT SHEET - [REDACTED] UCE
- EXHIBIT 14 BOOKING SHEET - [REDACTED]
- EXHIBIT 15 E-MAIL DATED FEBRUARY 25, 2016 FROM [REDACTED] TO [REDACTED]
- EXHIBIT 16 FEBRUARY 25, 2016 EMAIL (56 PAGES)

[8] The Complaints Director called the following witnesses:

[REDACTED]
[REDACTED]

[9] The Investigated Person called the following witnesses:

[REDACTED]
[REDACTED]

Dr. [REDACTED]

[10] Dr. [REDACTED] is the Assistant Registrar for the College of Physicians and Surgeons (hereafter "CPSA" or "College"), responsible for Registration and Assessment.

[11] Dr. [REDACTED] testified that CPSA has Dr. Bruce Hoffman listed as a registered professional corporation under the name Bruce O. Hoffman Professional Corporation, first registered October 12, 2001. This professional corporation has had an annual permit since first being registered.

- [12] Dr. ██████ was shown page 775 of Exhibit 1, a corporate search for ██████ Alberta Ltd. which listed Bruce Hoffman as director and one of the voting shareholders. Dr. ██████ advised that CPSA had no record of ██████ Alberta Ltd. ever being registered with the College.
- [13] Dr. ██████ testified that regulated members are the only individuals that may hold voting shares in a professional corporation registered with CPSA.

Cross-Examination

- [14] Dr. ██████ was shown a document entitled Articles of Amalgamation for an Alberta Corporation dealing with the amalgamation of Bruce O. Hoffman Professional Corporation and ██████ Alberta Ltd. (Exhibit 2). Dr. ██████ acknowledged the endorsement of this from ██████ of CPSA dated July 31, 2023.
- [15] Dr. ██████ acknowledged that he was the Complaints Director for CPSA when the complaint by Ms. ██████ was initiated, file 180662.1.1
- [16] It was noted that this complaint was initiated in 2018 for an event in 2016 leading to this hearing in 2024. When asked whether this was an uncommon length of time, Dr. ██████ stated that the complexity of the complaint can lead to longer timelines for resolution of complaints.
- [17] In response to the question of whether he had directed this file be considered for consent resolution during his time as Complaints Director, Dr. ██████ stated he could not recall.
- [18] There were no questions from the Hearing Tribunal for Dr. ██████.

Ms. ██████

- [19] Ms. ██████ testified she first approached Dr. Hoffman in 2016 for her health concerns on the advice of a friend.
- [20] On her first visit to Dr. Hoffman's clinic of May 30, 2016, Ms. ██████ stated the primary purpose was to review a health questionnaire. Dr. Hoffman recommended a number of diagnostic tests. A second visit took place on June 23, 2016 and included a physical exam. Dr. Hoffman also recommended home mold testing. Ms. ██████ privately paid for each of these visits and prepaid the total costs of all of the diagnostic tests recommended by Dr. Hoffman.
- [21] The complaint by Ms. ██████ arose from her third appointment, scheduled for November 22, 2016. Ms. ██████ stated that she attended Dr. Hoffman's office for her scheduled appointment, but left before meeting Dr. Hoffman when she found out from staff that not all the results from the testing were in the hands of Dr. Hoffman. She felt that the purpose

of this third appointment was to review all of the test results recommended by Dr. Hoffman, and in learning that they were incomplete, felt that the appointment should only take place when all the results were in. Staff advised Ms. [REDACTED] that a cancellation fee would be charged to her credit card if she chose to leave.

- [22] Because she left the office of Dr. Hoffman on November 22, 2016 before seeing Dr. Hoffman, Ms. [REDACTED] was charged a cancellation fee of \$1,000 by the clinic. Ms. [REDACTED] objected to this fee and wrote about her concerns to Dr. Hoffman on November 28, 2016.
- [23] On April 5, 2017, Ms. [REDACTED] arrived home and found her patient chart from Dr. Hoffman (Exhibit 5), and a cheque for \$1,000 in her mailbox. Ms. [REDACTED] testified that she had not requested these records be sent to her nor was she advised by Dr. Hoffman that these would be sent to her.

Cross-Examination

- [24] Under cross-examination, Ms. [REDACTED] acknowledged that she first reached out to Dr. Hoffman's clinic in February 2016 and had initially booked a first appointment for March 11, 2016. Ms. [REDACTED] cancelled this appointment.
- [25] Ms. [REDACTED] was asked if (during the booking of this first appointment) she recalled being advised that the cost of treatment by Dr. Hoffman would be in the range of \$10,000 to \$30,000. Ms. [REDACTED] did not recall being advised of such but recognized that she knew her assessment/treatment would be expensive.
- [26] Ms. [REDACTED] confirmed that she was aware of the cancellation policy requiring five business days' notice of cancellation to prevent a cancellation fee.
- [27] Ms. [REDACTED] cancelled an appointment set for May 3, 2016, with Dr Hoffman due to illness.
- [28] Ms. [REDACTED] acknowledged that she had not provided the clinic with her password access to her "23andMe" account to enable access to those test results prior to her November 22, 2016, appointment.
- [29] Ms. [REDACTED] also confirmed that she was advised by the staff at the clinic on November 22, 2016 that her appointment with Dr. Hoffman could proceed without the results of the test (C4a) being available. Ms. [REDACTED] reiterated to staff before leaving that it had been her expectation that all the test results would be available for this appointment.
- [30] Ms. [REDACTED] returned to the clinic for the blood work required to replace the missing test (C4a) on November 28, 2016. On that date Ms.

██████████ also provided an email with a portion of the information from the 23andMe test.

- [31] On January 6, 2017 Ms. ██████████ contacted the clinic to book the third appointment with Dr. Hoffman scheduled for January 18, 2017. This appointment was cancelled January 9, 2017 by Ms. ██████████.
- [32] On February 5, 2017 Ms. ██████████ wrote to Dr. Hoffman proposing three options: a) proceed with the appointment that had already been charged to her credit card; or b) provide a detailed written assessment of all the test results with treatment recommendations; or c) refund all costs incurred by her.
- [33] On February 28, 2017 Dr. Hoffman's clinic emailed Ms. ██████████ regarding the release of her medical records. This email included a letter dated February 23, 2017 with instructions for Ms. ██████████ to read, sign and return a document authorizing the release of her lab test records. Ms. ██████████ testified that she had never requested her medical records. Ms. ██████████ emailed the clinic on March 16, 2017 stating that she would not sign the release form.
- [34] Ms. ██████████ testified that a courier package was in her home mailbox when she returned home April 5, 2017. The package included a letter from Dr. Hoffman dated April 3, 2017, lab test results and a cheque for \$1,000 payable to her. She confirmed that she cashed the cheque.
- [35] On May 31, 2017 Ms. ██████████ emailed Dr. Hoffman's clinic acknowledging receipt of the lab test results but questioning whether all the lab tests results were included.
- [36] In October of 2018, Ms. ██████████ filed a complaint against Dr. Hoffman with CPSA.

Re-Examination by Mr. Boyer

- [37] Mr. Boyer questioned Ms. ██████████ as to the date when the \$1,000 cancellation fee was charged to her credit card. Ms. ██████████ replied that it was probably November 22 or November 23, 2016.

Questions from the Hearing Tribunal

- [38] The Hearing Tribunal asked Ms. ██████████ whether she was ever provided with written documentation about the costs of care from Dr. Hoffman. Ms. ██████████ indicated that she was aware that the cost of the care was going to be expensive.
- [39] The Hearing Tribunal asked Ms. ██████████ about the May 30, 2016 appointment, and specifically if Dr. Hoffman reviewed the proposed lab tests

with her and their relative importance. Ms. [REDACTED] indicated that he did not. She recalled that Dr. Hoffman did focus on the issue of mold and Lyme Disease. The tests to be ordered were reviewed with her by a staff member.

- [40] The Hearing Tribunal asked Ms. [REDACTED] if she had been provided with the opportunity to choose which tests to take, if costs were a factor. Ms. [REDACTED] said she assumed that all of the tests selected by Dr. Hoffman were necessary. Lab test costs were conveyed to her as a total rather than as individual lab test costs.
- [41] The Hearing Tribunal inquired about the location and visibility of Ms. [REDACTED] mailbox. She replied that her unsecured mailbox was right beside the main front door at the end of a sidewalk from the public sidewalk. The size of the courier package from Dr. Hoffman was larger than the mailbox so the package stuck out of the mailbox itself. The courier package was sealed.

Dr. Bruce Hoffman

- [42] Dr. Hoffman reviewed his background and experience, referring to his Curriculum Vitae (Exhibit 3).
- [43] Dr. Hoffman completed his medical education at the University of Capetown in 1982. In 1982 he did a one-year internship followed by two years of work at the department of psychiatry in a military hospital. He moved to Canada in 1986 for locums in Saskatchewan rural areas and then as a general family physician in Esterhazy, Saskatchewan. He moved to Calgary in 1992 or 1993. In 2016 he was practicing integrative medicine.
- [44] Dr. Hoffman described integrated medicine as traditional medicine combined with other disciplines, including but not limited to traditional Chinese medicine, medical acupuncture, traditional Chinese herbology and ayurvedi medicine.
- [45] Dr. Hoffman has a master's degree in nutrition and studied other disciplines including CIRS protocol and ILADS lectures and certification. Disciplines also incorporated under the rubric of integrated medicine include family constellation therapy, prolotherapy and neural therapy.
- [46] Dr. Hoffman's practice focuses on treating chronic complex illness where the traditional health system has not been able to meet the needs of the patient.
- [47] The majority of the services provided by Dr. Hoffman are not covered under the publicly funded health system in Alberta.
- [48] Lab tests are charged to patients based on cost plus a \$250 per test fee to offset operating expenses. Overhead is at approximately 74% of total clinic

income. These overhead costs include staffing, office space, and specialized equipment.

- [49] In setting forth a treatment plan, Dr. Hoffman schedules three appointments with a new patient, including an initial appointment, a second appointment involving a physical exam and review of labs and diet plan, and a third appointment where all tests are explained and a Treatment plan is formulated.
- [50] Based on his understanding from meeting with a representative of the AMA, Dr. Hoffman believed he could bill both privately and publicly for different services provided during the same patient visit. For the appointment of May 30, 2016, Dr. Hoffman billed the public health system for the 'traditional' workup, which included a review of Netcare results and specialist letters.
- [51] Dr. Hoffman described that the incomplete C4a lab test was not critical to moving forward with a treatment plan at the November 22, 2016 appointment. He understood that this had been communicated to Ms. [REDACTED] at the front desk by his staff on November 22, 2016.
- [52] Following receipt of the letter of February 5, 2017 from Ms. [REDACTED], Dr. Hoffman considered the doctor-patient relationship as unsalvageable. As such, on April 3, 2017 he directed his staff to send the patient file and a reimbursement cheque for \$1,000 to Ms. [REDACTED] by courier on April 5, 2017.

Cross-Examination

- [53] In cross-examination, Counsel for the Complaints Director reviewed the following exhibits with Dr. Hoffman: Exhibit 4 2018-11-06 CPSA LETTER TO DR. HOFFMAN RE COMPLAINT; Exhibit 5 2019-05-01 CPSA LETTER TO [REDACTED] RE INVESTIGATOR ASSIGNED; EXHIBIT 6 2020-05-11 [REDACTED] LETTER TO [REDACTED] RE SALES OF PRODUCTS; EXHIBIT 7 2020-09-17 [REDACTED] LETTER TO [REDACTED] RE JULY 10 RESPONSE.
- [54] Dr. Hoffman acknowledged that in October, 2022 this hearing was originally scheduled to be held in June of 2023. An application for an adjournment was made by counsel for Dr. Hoffman. This application resulted in the hearing being delayed to September, 2024.
- [55] Prior to July 2023, Dr. Hoffman operated both Bruce Hoffman Professional Corporation and [REDACTED] Alberta Ltd. The reimbursement cheque to Ms. [REDACTED] for \$1,000 was from [REDACTED] Alberta Ltd. In addition, some of the invoices for the lab test were addressed to the numbered company operating as the Hoffman Centre.
- [56] Dr. Hoffman recognized that at the time of the complaint he was using [REDACTED] Alberta Ltd. for some parts of his medical practice. With the

support of a lawyer, he had created [REDACTED] Alberta Ltd. for his integrated medical practice. Dr. Hoffman was advised that this was necessary as he could not bill alternative medicine/ non-insured services through a professional corporation at the time this was set up in the 1990's.

- [57] Counsel referred Dr. Hoffman to Exhibit 1, page 775, a corporate search showing [REDACTED] Alberta Ltd. as set up in 2012, and not the 1990's. Dr. Hoffman stated that he relied on his business manager and his accountant to set up the appropriate business structure.
- [58] Counsel asked Dr. Hoffman to review Exhibit 8 (EXCEL REPORT RE [REDACTED] [REDACTED] SUMMARY OF EXPENSES AND TESTS).
- [59] His review of Exhibit 8 identified a thirty-seven percent increase over hard costs charges to Ms. [REDACTED]
- [60] Counsel also referred Dr. Hoffman to Exhibit 1, which indicated \$37.35 had been charged to health service code 03.03A on May 30, 2016 and a charge of \$103.41 to health service code 03.04A on June 23, 2016. Dr. Hoffman was asked to explain these specific items as being a completely identifiable separate service from his integrative medicine examination. Dr. Hoffman testified that a traditional medical workup is a smaller part of a larger integrative medicine examination.
- [61] In response to a ruling from Alberta Health Care services that he could not bill for both insured and uninsured services on the same visit, Dr. Hoffman testified that he obtained legal advice indicating that he was in fact able to do so as long as the separate services were clearly charted separately. When Alberta Health Care services still maintained its position that he could not bill in this manner, Dr. Hoffman's legal counsel sought to appeal this decision. Alberta Health Care denied any further appeal.
- [62] Dr. Hoffman testified that he did not have specific instructions from Ms. [REDACTED] to send her medical tests/chart to her home mailbox. He had instructed his staff to ask the courier service to obtain a signature on delivery, which they failed to do.

Re-Examination by Ms. Pirie

- [63] Dr. Hoffman stated that he had received all of the test results he considered necessary for the scheduled assessment appointment on November 22, 2016.
- [64] Ms. Pirie reviewed with Dr. Hoffman the CPSA correspondence of November 6, 2018; November 21, 2018; February 2019; and April 26, 2019 regarding CPSA resolution advisors culminating in a decision by CPSA that an informal resolution process would not work. This was followed by a May 1, 2019

letter indicating that the Complaints Director had redirected the matter to investigation.

- [65] On May 1, 2019 Dr. Hoffman was advised by CPSA that ██████████ was assigned as investigator for this complaint. On October 3, 2019 ██████████ wrote to Dr. Hoffman that she had not begun the investigation. On October 28, 2019 CPSA advised Dr. Hoffman that the investigation had been reassigned to ██████████. On June 14, 2021 Dr. Hoffman was advised by CPSA that this complaint had been reassigned to ██████████. On November 17, 2021 Dr. Hoffman received a letter from ██████████ that the investigation was complete. Dr. Hoffman was advised that a Hearing was being scheduled on August 9, 2022.

Questions by the Hearing Tribunal

- [66] In response to a question regarding the scale of his practice, Dr. Hoffman indicated that it ranged from three to seven patients in a day depending on appointment type. On average one to three new patients were seen each 5-day work week. Nursing staff would see anywhere from six to twenty patients in a day on average. The phlebotomist in the clinic would see one to five patients a day.
- [67] Dr. Hoffman was asked where (on Ms. ██████████ chart) there were separate entries for insured and non-insured services. Dr. Hoffman responded that his practice of separating charges on a patient's medical chart began after Ms. ██████████ was his patient.
- [68] Dr. Hoffman was asked if he had any record demonstrating that Ms. ██████████ had signed an agreement recognizing and accepting the cost of a missed appointment. Dr. Hoffman advised that the forms and policies of his clinic were constantly evolving, and he was not aware if such a form was used in 2016.
- [69] Dr. Hoffman was asked the date when Alberta Health accepted his position that he could bill both Alberta Health Services for insured services, and the patient for uninsured services, from the same visit. Dr. Hoffman did not recall. He did recall appealing the Alberta Health Services position, and he recalled that his appeal of this decision was denied, but his legal counsel at that time advised him that he could continue his practice.
- [70] Dr. Hoffman was asked whether his records included the courier requisition for the delivery of Ms. ██████████ medical records, and if so whether it required a signature by Ms. ██████████. Dr. Hoffman was not certain as he was not involved in this administrative task, but he testified that it was the policy of his clinic to obtain a signature from the recipient, and he thought that it might be in the records.

[71] Dr. Hoffman was asked to identify any notation in Exhibit 1 documenting that Ms. ██████████ requested her medical records be sent to her. Dr. Hoffman could not identify any record but believed this may have originated by a phone call between Ms. ██████████ and his clinic staff.

Further Cross-Examination by Mr. Boyer

[72] Dr. Hoffman was asked why he hadn't provided Ms. ██████████ with a summary and evaluation of her lab test results via mail as Ms. ██████████ requested in her February 5, 2017 letter. Dr. Hoffman advised that it was important to relay this information in person.

Re-Examination by Ms. Pirie

[73] Dr. Hoffman was questioned regarding the November 22, 2016 appointment. The chart indicated that the patient did not attend the treatment session, but it was noted that Dr. Hoffman charted a patient review for Ms. ██████████. Dr. Hoffman testified that this documentation was made after Ms. ██████████ left the clinic.

Ms. ██████████

[74] Ms. ██████████ has been employed at the Hoffman Centre since 2016, initially as a patient care assistant, and since 2023, as clinic manager. She has a Bachelor of Science degree in laboratory technology and a medical office assistant certificate.

[75] Ms. ██████████ summarized her role as patient care assistant and clinic manager. These tasks include patient check in, outpatient services, maintaining patient charts, and patient teaching. Clinic staff received extensive training, including training on all protocols and clinic manuals.

[76] Ms. ██████████ outlined the preparation of patient charts for Dr. Hoffman's appointments. Chart planning begins two weeks prior to patient visits.

[77] Ms. ██████████ reviewed the booking sheet for all the booked and cancelled appointments for Ms. ██████████ (Exhibit 12).

[78] Ms. ██████████ also reviewed the clinic contact sheet for Ms. ██████████ (Exhibit 13) In addition, Ms. ██████████ identified the booking sheet for Ms. ██████████ (Exhibit 14).

[79] Ms. ██████████ testified that patients who cancelled appointments with less than seven days' notice were to be charged a cancellation fee. In the event that a patient cancels within the seven-day envelope and the clinic is able to fill the appointment slot, no fee is charged to the patient. Patients are informed of the cancellation policy as part of the standard script during

intake of new patients. The cancellation policy is also communicated on appointment booking email confirmations.

- [80] When Ms. ██████████ left her November 22, 2016 appointment just prior to meeting with Dr. Hoffman this was too short of notice to fill the appointment slot and as such Ms. ██████████ was charged the cancellation fee of \$1,000.
- [81] An internal clinic email of February 25, 2016 confirmed the appointment of Ms. ██████████ for March 11, 2016 (Exhibit 15).
- [82] Ms. ██████████ testified that Dr. Hoffman does not order the same laboratory test for every patient. Dr. Hoffman explains the purpose of the recommended tests to each patient. Patients have a choice after their initial visit whether to proceed with the recommended testing.
- [83] It has always been the clinic's goal to have an average markup of \$250 per test to cover the overhead expenses of the clinic.
- [84] Ms. ██████████ advised that the courier used to deliver patient records to Ms. ██████████ was the first occurrence where tests were couriered to a patient. Dr. Hoffman gave instructions that the staff were to courier the test results to Ms. ██████████ along with a letter and a cheque. Dr. Hoffman instructed that a signature for the courier package was to be obtained from the recipient.
- [85] A privacy impact assessment of the clinic took place in 2019 and a certificate of *Health Information Act* compliance from the Office of the Information and Privacy Commissioner was obtained in 2020. The clinic has had no further complaints from patients about the delivery of records since the incident with Ms. ██████████.

Cross-Examination

- [86] Ms. ██████████ was questioned regarding the role of Dr. Hoffman. Ms. ██████████ advised that Dr. Hoffman is focused on consultations, and the business head of the clinic was in charge of costing issues. Ms. ██████████ confirmed that the Hoffman Centre was the employer for all staff, and that the Hoffman Centre is ██████████ Alberta Ltd. Dr. Hoffman is the director and main shareholder of the numbered company.
- [87] Dr. Hoffman gave directions to staff for the patient record of Ms. ██████████ to be sent by courier to Ms. P. ██████████ home.
- [88] Ms. ██████████ is involved in the billings submitted to Alberta Health Care Plan. Patients were not advised of any billings to the public system.

- [89] The form with Ms. [REDACTED] signature agreeing to the Hoffman Centre cancellation policy is not in the files of the Hoffman Centre.

Re-Examination

- [90] Regarding billing to the Alberta Health Care Plan, Ms. [REDACTED] clarified that all AHS billing codes are provided by Dr. Hoffman. These are entered into the patient's chart. It is the clinic manager who submits the billings to Alberta Health.

Questions by the Hearing Tribunal

- [91] In her testimony, Ms. [REDACTED] described Ms. [REDACTED] as a "difficult patient". The Hearing Tribunal asked whether there was any clinic documentation about the patient being "difficult". Ms. [REDACTED] advised that there was nothing recorded on her chart, but rather in internal clinic communications. All relevant clinic documentation was provided to the College during the investigation.
- [92] In response to a question regarding the cost of the Shomaker initial panel from Exhibit 8, Ms. [REDACTED] confirmed that the cost to the clinic was \$1,708, providing a margin of \$2,791 to the Hoffman Clinic.
- [93] Ms. [REDACTED] confirmed that the Hoffman Clinic has no signed record of Ms. [REDACTED] requesting her medical records be sent to her home.

V. CLOSING SUBMISSIONS

Closing Submissions of the Complaints Director

- [94] Both written and oral closing submissions were made by the Complaints Director.

Charge 1

- [95] Between April 2016 and November 2016, you did order and provide private laboratory testing for your patient, [REDACTED], at significant cost to your patient and contrary to the CPSA's Sale of Products by Physicians Standard of Practice. The Complaints Director's position is that Charge 1 had been proven.
- [96] The Complaints Director highlighted the charge of \$21,215.00 to Ms. [REDACTED] for private laboratory tests ordered by Dr. Hoffman on May 31, 2016. The clinic confirmed that tests recommended by Dr. Hoffman are billed by the clinic to the patient with an average markup of \$250 per test.

- [97] The Standard of Practice regarding sales of products by a regulated member prohibits the sale of products for a price in excess of their fair market value plus a reasonable handling cost.
- [98] Regulated members are required to be open and transparent with their fees for services charged to patients when dealing with uninsured services.
- [99] A physician owes a fiduciary duty to a patient, which includes the duty of proper disclosure and a duty to avoid self-interest. (Ref: *McInerney v. McDonald*; *Norberg v. Wynrib*).
- [100] The addition of indirect overhead costs is a violation of the Standard of Practice.
- [101] The fiduciary duty owed by Dr. Hoffman in combination with the Standard of Practice required Dr. Hoffman to directly and clearly explain all charges to the patient, to ensure the patient has a complete understanding of the costs of obtaining Dr. Hoffman's integrative medical services.
- [102] There is a lack of transparency and conflicting self-interest through the practice of adding \$250 to each laboratory test. The more tests that are ordered, the more money that is generated to cover the operations of the clinic and for the profit to the physician.
- [103] The public interest is served by interpreting the term 'product' as including private lab tests to ensure the physician complies with his fiduciary duties and obeys the common law requirement to avoid self-interest.
- [104] There is evidence that a test was not available for interpretation when the third appointment was to be held. Dr. Hoffman stated that this test was not crucial and did not affect the ability to move forward with the interpretation visit. This begs the question as to how many other tests were not necessary or crucial, raising the question of self-interest.
- [105] By adding indirect/overhead costs to the pricing of the lab testing, Dr. Hoffman is misleading his patients into believing that the only charge for his time and his staff's time is through his \$500.00 per hour rate for a total of 3.5 hours.

Charge 2

- [106] You did charge the Alberta Health Care Insurance Plan for services rendered to your patient [REDACTED], while also charging your patient fees for the same visit, contrary to Section 9 and Section 11 of the Alberta Health Care Insurance Act, occurring on or about one or more of the following dates: May 30, 2016; June 23, 2016. The Complaints Director's position is that Charge 2 is proven.

- [107] The patient was charged \$750.00 for her visit with Dr. Hoffman on May 31, 2016 and a further \$500.00 for her June 23, 2016 appointment.
- [108] The patient had no discussion with Dr. Hoffman or his staff regarding his billing of the Alberta Health Care system in addition to the private fees charged to her.
- [109] The Alberta Health Care Insurance Plan Act contains a prohibition against charging a patient private fees for the same visit where services are also billed to the Alberta Health Care Insurance Plan.
- [110] Dr. Hoffman stated that he relied on legal advice that he could bill privately and publicly for the same visit. However, when asked by the Hearing Tribunal he clarified that there must be a private service clearly separate from an insured service.
- [111] Dr. Hoffman did not clearly identify a specific insured service which was clearly separate from his integrated services. The patient record contains no description of a clearly separate insured service being provided, separate and apart from the integrated medical services.
- [112] Dr. Hoffman relied on legal advice from his lawyer, despite being told by Alberta Health that he could not bill privately and publicly for the same visit. Dr. Hoffman did not get any advice from CPSA on the issue.
- [113] Case law supports the position that relying on incorrect legal or professional advice does not excuse conduct that is unprofessional conduct.

Charge 3

- [114] On or about November 22, 2016, you did charge an unreasonable missed/cancelled appointment fee of \$1,000 contrary to the Canadian Medical Association's Code of Ethic, including one or more of the following sections: section 1, 13, and 16. The Complaints Director's position is that Charge 3 is proven.
- [115] [REDACTED] was charged \$1,000 by Dr. Hoffman for a visit that she refused to proceed with, because the clinic confirmed that not all of her tests were available for interpretation.
- [116] Dr. Hoffman's justification for charging this cancellation fee does not stand up to evaluation as the policy document that would have addressed the issue was not signed by the patient and is not on the patient chart.
- [117] Dr. Hoffman admitted that he did not consider his ethical obligations under the Canadian Medical Association Code of Ethics (as it existed in 2016) including the Sections 1, 13, and 16.

[118] Dr. Hoffman ultimately refunded the \$1,000 cancellation fee to the patient, after many months, and after considerable effort by the patient.

Charge 4

[119] On or about April 5, 2017, you did fail to ensure the confidentiality of your patient record for [REDACTED] was maintained when you delivered the chart by courier who left it unattended in an open mailbox at the patient's home and without prior notice to the patient that the record would be delivered to her in that manner, contrary to the CPSA's Patient Record Retention Standard of Practice. The Complaints Director's position is that Charge 4 is proven.

[120] The patient did not request that her patient record be delivered to her by courier, to be left in her unattended open front mailbox.

[121] The patient record was left in an envelope in the mailbox by a courier without the authorization and knowledge of the patient.

[122] Dr. Hoffman's dealings with the patient's chart is contrary to the requirements of Section 1 of the CPSA Patient Record Retention Standard of Practice.

Charge 5

[123] You did use [REDACTED] Alberta Ltd. for the practice of medicine contrary to section 106 of the *Health Professions Act*. The Complaints Director's position is that Charge 5 is proven.

[124] The Notice of Hearing contains a typographical error in the reference to [REDACTED] Alberta Ltd. The numbered company used by Dr. Hoffman is [REDACTED] Alberta Ltd.

[125] The evidence from the Assistant Registrar, Dr. [REDACTED], was that the numbered company [REDACTED] Alberta Ltd. was not known to the Registrar's office.

[126] In August 2023, [REDACTED] Alberta Ltd. was amalgamated with Dr. Hoffman's professional corporation to be continued as Bruce O. Hoffman Professional Corporation.

[127] The Notice of Hearing relates to conduct in 2016 which pre-dates the amalgamation of the two corporations.

[128] The patient was unaware that Dr. Hoffman carried on his medical practice through his numbered company [REDACTED] Alberta Ltd.

- [129] Dr. Hoffman confirmed that he used both his registered professional practice as well as ██████████ Alberta Ltd. for his medical practice.
- [130] Dr. Hoffman testified that he relied upon the professional advice of his bookkeeper, accountant and business manager for the organization of his business affairs.
- [131] Ms. ██████████ confirmed that all of the staff of Dr. Hoffman's clinic were employed by ██████████ Alberta Ltd.
- [132] The evidence clearly demonstrates that Dr. Hoffman was in violation of Section 106 of the *Health Professions Act* by carrying on his integrated medical practice through ██████████ Alberta Ltd.

Closing Submissions of the Investigated Person

- [133] Both written and oral closing submissions were made by Counsel for Dr. Hoffman.

Charge 1

- [134] Between April 2016 and November 2016, you did order and provide private laboratory testing for your patient, ██████████, at significant cost to your patient and contrary to the CPSA's Sale of Products by Physicians Standard of Practice, Dr. Hoffman respectfully submits that Charge 1 should be dismissed.
- [135] Laboratory testing is not a product. It is a service, and its costs should be governed by the CPSA Standard of Practice – Charging for Uninsured Professional Services. It is not reasonable to define laboratory testing as a 'product'.
- [136] The laboratory testing offered by Dr. Hoffman is not a tangible product that a patient keeps. Laboratory testing is to aid a physician in providing medical care through data to formulate diagnoses and prepare medical plans.
- [137] There is significant support for the proposition that laboratory testing should be defined as 'services' from the CPSA Standards of Practice and Advice to the Profession, legislation, and in regulations.
- [138] Dr. Hoffman understood that laboratory testing was in the nature of services and not products. Dr. Hoffman did not charge GST as laboratory testing is exempt from GST.
- [139] The costs that Dr. Hoffman considered in setting the cost of laboratory testing was intended to include an average markup of \$250 per unit. The markup was to cover the costs of operational overhead.

- [140] Dr. Hoffman's cost of laboratory testing services directly follows the guidance provided in the Standard of Practice- Charging for Uninsured Services and Alberta Medical Association (AMA) Guidelines.
- [141] Physicians who provide uninsured services set their own fees subject to the Standard of Practice – Charging for Uninsured Services, the CMA Code of Ethics, and competition from the marketplace.
- [142] The Standard of Practice does not define 'professional services' and provides no specific guidance on an amount or percentage that would be 'reasonable'.
- [143] The fees for laboratory testing charged to the patient reasonably reflected Dr. Hoffman's professional cost and both direct and indirect administrative costs. There is no suggestion or evidence that the patient was unable to pay for these services. Testimony from the patient indicated that she knew that the testing would be expensive and that she was prepared to pay for it.
- [144] There is absolutely no evidence to support the notion that the number of staff at the clinic, who represent an administrative expense, in any way maximized profit.
- [145] The Complaints Director provided no evidence that the cost to the patient of private laboratory testing at the Clinic was unreasonable.

Charge 2

- [146] You charged the Alberta Health Care Insurance Plan for services rendered to your patient, [REDACTED], while also charging your patient fees for the same visit, contrary to Section 9 and Section 11 of the Alberta Health Care Insurance Act, occurring on or about one or more of the following dates: May 30, 2016; June 23, 2016, Dr. Hoffman respectfully submits that Charge 2 be dismissed.
- [147] It is not contrary to the *Alberta Health Care Insurance Act* to charge for insured services on the same visit as charging a patient fees for uninsured services. It is contrary to section 9 of the *Act* to charge both the public system and collect a private fee for the same service. This is not the charge before this Hearing Tribunal.
- [148] Dr. Hoffman acknowledges that he charged the Alberta Health Care Insurance Plan (AHCIP) for services provided at the same visit as he charged the patient fees for uninsured services. However, Dr. Hoffman did not charge AHCIP for the same services for which he charged the patient fees.
- [149] AMA Guidelines state that "In certain cases, it may be appropriate to bill the AHCIP for an insured services at the same encounter. Records must indicate that separate services were provided." (AMA Guidelines at p. 4.)

[150] To the extent that Dr. Hoffman failed to delineate the specific AHCIP services in his notes, separate and apart from his functional medicine services, Dr. Hoffman submits that this failure, on two occasions, does not rise to the level of unprofessional conduct.

Charge 3

[151] On or about November 22, 2016, you did charge an unreasonable missed/cancelled appointment fee of \$1,000 contrary to the Canadian Medical Association's Code of Ethic, including one or more of the following sections: section 1, 13, and 16, Dr. Hoffman respectfully submits that Charge 3 be dismissed.

[152] The Complaints Director has not provided any evidence of what a 'reasonable' cancellation fee would be, or why the cancellation fee charged by Dr. Hoffman was 'unreasonable'.

153] The Complaints Director, in written closing submission, implies that Dr. Hoffman ought not to have charged the patient a cancellation fee at all. Whether it was appropriate to charge a cancellation fee at all is not at issue before the Hearing Tribunal. The issue is whether the fee was unreasonable.

[154] On November 10, 2016, the Clinic sent, and the patient received, a reminder email for her November 22, 2016 appointment. In bold lettering, the email stated that "Should you be unable to attend this scheduled appointment please call us 5 business days prior to your appointment or you will be charged the cost of your appointment. No exceptions'

[155] The patient knew the Clinic had a cancellation policy. The first time she was provided the cancellation policy was on February 25, 2016. The second time was on May 1, 2016.

[156] The Complaints Director references a February 25, 2016 email which attached a cancellation policy that is not found in Dr. Hoffman's chart. This email was incorrectly identified as Exhibit 15.

157] It is important to note that the February 25, 2016 email is in respect to the patient's March 11, 2016 appointment, which she cancelled. The paperwork associated with that new patient appointment would not have been on her chart. She later initialed a new patient agreement with a cancellation policy.

[158] The patient asserted that she declined to attend appointment on November 22, 2016 minutes before the scheduled time because two test results were unavailable. One of these tests the patient did not want to provide. The other was a C4A test which was on part of the Shomaker panel.

- [159] Dr. Hoffman explained that the missing C4a test was one test out of four in the specific panel and he could have arrived at a chronic inflammatory response syndrome diagnosis with or without it.
- [160] The patient nonetheless declined to proceed with her two-hour appointment. She was well-aware that the cancellation policy would be implemented, although she refused to acknowledge this in response to a direct question during her testimony.
- [161] The Clinic does not charge cancellation fees if the Clinic is able to fill the open appointment slot. This appointment slot could not be filled given the last-minute nature of the cancellation.
- [162] Dr. Hoffman later refunded the cancellation fee prior to the patient's complaint to the College.
- [163] The Complaints Director relies on section 1, 13, and 16 of the CMA Code of Ethics to allege that Dr. Hoffman charged the patient an unreasonable cancellation fee. Section 1 speaks to the well-being of the patient, section 13 speaks to exploiting patients for personal advantage, and section 16 speaks to the ability of the patient to pay. There is no evidence that the patient's well-being was at stake. There is no evidence that Dr. Hoffman took advantage of the patient - charging a cancellation fee cannot be seen as exploitive of a patient. There is no indication that the patient did not have the ability to pay.
- [164] Dr. Hoffman did not breach the CMA Code of Ethics in charging (and later refunding) the cancellation fee in this matter.
- [165] The CPSA Standard of Practice – Charging for Uninsured Services is silent on cancellation and missed appointment fees.
- [166] AMA Guidelines states 'When identifying fees for missed appointments, physicians should consider factors in their practices that determine the value of fees for uninsured services, including professional costs, administrative and practice costs, and the patient's ability to pay'.
- [167] The cancellation fee for the missed appointment recognized the value of the fees for the services and the value of Dr. Hoffman's time.

Charge 4

- [168] On or about April 5, 2017, you did fail to ensure the confidentiality of your patient record for [REDACTED] was maintained when you delivered the chart by courier who left it unattended in an open mailbox at the patient's home and without prior notice to the patient that the record would be delivered to her in that manner, contrary to the CPSA's Patient Record Retention Standard of Practice, Dr. Hoffman respectfully submits that Charge 4 be dismissed.

- [169] The Patient Record Retention Standard of Practice says nothing about the method of delivery of patient records.
- [170] Dr. Hoffman took all reasonable steps to ensure that the records were securely delivered to the patient. Unfortunately, through no fault of Dr. Hoffman's, the delivery of the records was not carried out as instructed.
- [171] After determining that the physician-patient relationship was not salvageable, and in response to what appears to be a verbal request by the patient, Dr. Hoffman arranged for the patient's laboratory testing results to be couriered to her home.
- [172] The Clinic has a policy in place that the courier was to obtain a signature confirming delivery to the patient when such records were delivered. Unfortunately, the records were delivered without the courier obtaining a signature.
- [173] There is no evidence that anyone except the patient was able to access the records delivered to her home and there is no evidence of any breach of privacy or harm to the patient. The records were in a sealed envelope and the patient herself found them in her mailbox.
- [174] In 2019, after this complaint, Dr. Hoffman initiated a privacy impact assessment for the Clinic. The Office of the Information and Privacy Commissioner approved the privacy impact assessment in 2020.

Charge 5

- [175] You did use of ██████████ Alberta Ltd for the practice of medicine contrary to section 106 of the *Health Professions Act*, Dr. Hoffman respectfully submits that Charge 5 be dismissed.
- [176] The Complaints Director has not provided evidence that Dr Hoffman practiced medicine using this numbered company. He appears to rely simply on the existence of the numbered company as part of Dr. Hoffman's overall clinic business as a breach of the *Health Professions Act*. Dr. Hoffman is entitled to have a numbered company to carry on his business as long as he does not employ the numbered company in the direct practice of medicine.
- [177] As Dr. Hoffman was never asked about this allegation at any time during the investigation process, Dr. Hoffman did not know, and still does not know, what the Complaints Director's concerns are about the numbered company.
- [178] Under Section 106 of the *Health Professions Act*, a professional service is one which must be performed by a regulated member. In Dr. Hoffman's case, his professional service is the provision of medical care to patients. It is not the business aspect of the Clinic. He is only prohibited from treating patients

under the auspices of the numbered company, and there is no evidence he did so. The evidence is to the contrary.

[179] There is no requirement that every corporation owned by a physician must be registered with the CPSA. It must only be registered if it provides professional services. There is no evidence that the numbered company of Dr. Hoffman was used in the provision of professional services to patients.

[180] The Complaints Director has only established that a numbered company was at one point involved in the business of the clinic, and not in providing professional services to patients. Dr. Hoffman has therefore not violated section 106 of the *Health Professions Act*.

Reply of the Complaints Director

[181] In Reply to the Closing Submission of Dr. Hoffman, the Complaints Director referenced the invoices from Exhibit 1. These invoices are from the Hoffman Centre for Integrated Medicine, as are the invoices from the various labs. There is no evidence that the Bruce Hoffman Professional Corporation billed Ms. [REDACTED].

VI. FINDINGS

[182] The Hearing Tribunal finds that the conduct in Allegation 1 is not proven.

[183] The Hearing Tribunal finds that the conduct in Allegation 2 is proven and constitutes unprofessional conduct. Dr. Hoffman acted contrary to Section 9 and Section 11 of the *Alberta Health Care Insurance Act*.

[184] The Hearing Tribunal finds that the conduct in Allegation 3 is proven and constitutes unprofessional conduct. Dr. Hoffman acted contrary to the Canadian Medical Association's Code of Ethics section 1 and 13.

[185] The Hearing Tribunal finds that the conduct in Allegation 4 is proven and constitutes unprofessional conduct. Dr. Hoffman acted contrary to the CPSA's Patient Record Retention Standard of Practice.

[186] The Hearing Tribunal finds that the conduct in Allegation 5 is proven and constitutes unprofessional conduct. Dr. Hoffman acted contrary to section 106 of the *Health Profession Act*.

VII. DECISION WITH REASONS

[187] The Hearing Tribunal carefully considered the evidence, testimony and submissions from the parties.

Allegation 1 Between April 2016 and November 2016, you did order and provide private laboratory testing for your patient, [REDACTED]

██████████ at significant cost to your patient and contrary to the CPSA's Sale of Products by Physicians Standard of Practice.

[188] **Allegation is not proven.**

[189] The Hearing Tribunal finds that Allegation 1, as worded, requires the Complaints Director to establish that laboratory testing is a product rather than a service as defined under the CPSA's Sale of Products by Physicians Standard of Practice.

[190] The Hearing Tribunal accepted the arguments of Dr. Hoffman that, by definition, laboratory tests are a service to aid in patient diagnosis and treatment. As such the conditions of the CPSA's Sale of Products by Physicians Standard of Practice does not apply in this case.

[191] The Hearing Tribunal was concerned that the pricing for laboratory tests as administered by Dr. Hoffman were not transparent to the patient, because there was no evidence that the pricing and mark-up protocols were explained to her. Further, Dr. Hoffman's pricing protocol does lead to the reasonable concern that the addition of an administrative fee or mark-up of \$250 over and above the actual laboratory test costs is, by its very nature, open to the possibility of self-interest through the potential recommendation of unnecessary and/or redundant testing. This, however, is not the charge before this Tribunal, and for that reason, the Hearing Tribunal finds that Allegation 1 is not proven.

Allegation 2 You did charge the Alberta Health Care Insurance Plan for services rendered to your patient, ██████████, while also charging your patient fees for the same visit, contrary to Section 9 and Section 11 of the *Alberta Health Care Insurance Act*, occurring on or about one or more of the following dates:

- i. May 30, 2016;
- ii. June 23, 2016.

[192] **The Hearing Tribunal found that Allegation 2 is proven.**

[193] In reviewing the evidence, including notes entered on the patient chart, the Hearing Tribunal could not differentiate where on the patient chart Dr. Hoffman identified specific insured and specific uninsured services provided to Ms. ██████████

[194] If a physician elects to bill both Alberta Health Care Insurance and the patient for services provided during a single visit, the physician must clearly differentiate and identify in the patient record what clinical service is being provided and to which payer such a service is to be charged. Dr. Hoffman failed to do so.

[195] **The Hearing Tribunal finds that the actions of Dr. Hoffman with respect to Allegation 2 constitutes unprofessional conduct.**

[196] It is clearly contrary to Section 9 of the Health Care Insurance Act to charge the public system and to also charge a private fee for the same service. Dr. Hoffman chose to provide both insured and uninsured services to his patient on the same date. Without clearly identifying in the patient chart what aspects of a patient's appointment with him are publicly insured and which are uninsured, the Hearing Tribunal cannot determine whether the May 30, 2016, and June 23, 2016, billings by Dr. Hoffman to both Ms. [REDACTED] and to the Alberta Health Care Insurance Plan were in whole or in part, duplicate or over-lapping billings, constituting a breach of Section 9 of the Alberta Health Care Insurance Act, and unprofessional conduct under the HPA.

Allegation 3 On or about November 22, 2016, you did charge an unreasonable missed/cancelled appointment fee of \$1000 contrary to the Canadian Medical Association's Code of Ethics, including one or more of the following sections: 1, 13, and 16.

[197] **The Hearing Tribunal found that Allegation 3 is proven.**

[198] The Hearing Tribunal carefully considered whether the cancellation fee was unreasonable, given all of the circumstances leading to the appointment cancellation by Ms. [REDACTED].

[199] The issue of appropriate notice and the value of the cancellation fee, in and of itself, was not seen as critical to the Hearing Tribunal. The focus for review was on whether the application of any cancellation fee to Ms. [REDACTED] was reasonable in these circumstances.

[200] The cancellation of the November 22, 2016 appointment by Ms. [REDACTED] did not provide Dr. Hoffman with the stipulated advance notice.

[201] However, the Hearing Tribunal finds that Ms. [REDACTED] acted reasonably in cancelling her appointment given that not all the test results were available for review on November 22, 2016. Ms. [REDACTED] had inquired and received assurance days earlier that the test results would be available on November 22, 2016. Having these tests available for review for Ms. [REDACTED]'s appointment was the premise upon which this appointment was made. The failure of Dr. Hoffman's clinic to have all of the test results available, after specific assurances they would be, was a reasonable basis for Ms. [REDACTED] to postpone her appointment and to insist on a rescheduled appointment at which the test results were complete for review.

[202] Given Ms. [REDACTED]'s reasonable request to reschedule her appointment until such time as all the promised test results were available, it was

unreasonable for Dr. Hoffman to charge Ms. [REDACTED] any amount for the November 22, 2016 appointment. Accordingly, Allegation 3 is proven.

[203] **The Hearing Tribunal finds that the actions of Dr. Hoffman with respect to Allegation 3 constitute unprofessional conduct.**

[204] Sections 1, 13 and 16 and Canadian Medical Association Code of Ethics addressed the responsibility of a physician to consider the well-being of the patient, direction not to exploit patients for personal advantage, and consideration by the physician with respect to the ability of the patient to pay.

[205] The automatic charge of a cancellation fee for an appointment reasonably cancelled by the patient due to incomplete preparation by Dr. Hoffman constituted a breach of sections 1 and 13 of the Code of Ethics, and unprofessional conduct under the HPA.

Allegation 4 On or about April 5, 2017, you did fail to ensure that the confidentiality of your patient record for [REDACTED] was maintained when you delivered the chart by courier who left it unattended in an open mailbox at the patient's home and without prior notice to the patient that the record would be delivered to her in that manner, contrary to the CPSA's Patient Record Retention Standard of Practice.

[206] **The Hearing Tribunal found that Allegation 4 is proven.**

[207] The Hearing Tribunal carefully considered all evidence and submissions. It is evident to the Hearing Tribunal that the patient record was couriered, that the courier package was left in an unsecured mailbox, and that the courier did not seek or receive the recipient's signature. Further, there is no record of Ms. [REDACTED] requesting her records be couriered/mailed to her home or that she knew in advance that Dr. Hoffman would do so.

[208] The argument that the CPSA Patient Record Standard of Practice does not specifically address the issue of mailing patient records is irrelevant. The Patient Record Standard of Practice states that a regulated member must ensure that a patient record is stored in a manner that protects patient confidentiality. The unsolicited mailing or sending of a patient record to an unsecured mailbox is by its very nature a breach of this requirement.

[209] **The Hearing Tribunal finds that the actions of Dr. Hoffman with respect to Allegation 4 constitutes unprofessional conduct.**

[210] The unsolicited mailing, sending or delivery of a patient record to the patient's unsecured mailbox following the unilateral decision by a physician that the physician-patient relationship is beyond repair is a serious breach of

section 1 of the CPSA Patient Record Retention Standard of Practice and constitutes unprofessional conduct under the HPA.

Allegation 5 You did use of [sic] ██████████ [sic] Alberta Ltd for the practice of medicine contrary to section 106 of the *Health Professions Act*.

[211] **The Hearing Tribunal found that Allegation 5 is proven.**

[212] The Hearing Tribunal reviewed the evidence on billings by Dr. Hoffman and Ms. ██████████ as well as the record of the reimbursement cheque of \$1000 provided to Ms. ██████████

[213] Dr. Hoffman confirmed that for a period of time, he used both his professional corporation and numbered company (██████████ Alberta Ltd.) for his medical practice. However, he stated that in the provision of professional services, he only used his professional corporation.

[214] Ms. ██████████ confirmed that all the staff of the clinic were employed by ██████████ Alberta Ltd., which carried on business as the Hoffman Clinic.

[215] The evidence, including billing statements and credit card charges to Ms. ██████████, indicates that the business entity involved directly with the patient and with vendors was the Hoffman Clinic, the operating name for the numbered company ██████████ Alberta Ltd.

[216] The refund cheque to Ms. ██████████ was from the numbered company ██████████ Alberta Ltd.

[217] The Hearing Tribunal finds, on a balance of probabilities, that the evidence supports the allegation that Dr. Hoffman used his numbered company ██████████ Alberta Ltd., together with his professional corporation in his practice of medicine when providing professional services in 2016 at the Hoffman Clinic, in contravention of section 106 of the *Health Professions Act*.

[218] **The Hearing Tribunal finds that the action of Dr. Hoffman with respect to Allegation 5 constitutes unprofessional conduct.**

[219] Section 106 of The *Health Professions Act* requires that only an approved professional corporation holding an annual permit issued by CPSA may practice medicine. It is critically important and in the public interest that all medical practitioners abide by this permitting process and the inherent vetting of credentialing and compliance that such permitting signifies. The breach of section 106 constitutes unprofessional conduct under the HPA.

VIII. CONCLUSION

[220] The Hearing Tribunal finds that Allegation 1 is not proven and dismisses Allegation 1. The Hearing Tribunal finds that the conduct in Allegations 2, 3, 4 and 5 is proven, and constitutes unprofessional conduct pursuant to the *Alberta Health Care Insurance Act*, section 9 and 11 (Allegation 2); the Canadian Medical Association's Code of Ethics, sections 1, and 13 (Allegation 3); the CPSA's Patient Record Retention Standard of Practice (Allegation 4); and section 106 of the *Health Professions Act* (Allegation 5).

[221] The Hearing Tribunal will receive submissions from the parties on sanction. The Hearing Tribunal requests that the parties consult each other with respect to the process for submissions and advise the Hearing Tribunal of the proposed procedure for submissions on sanction within three weeks of receipt of this decision. If the parties are unable to agree on the process for submissions, the Hearing Tribunal will provide further direction.

Signed on behalf of the Hearing Tribunal by the Chair:



Dr. Vonda Bobart

Dated this 24th day of March, 2025.