

**COLLEGE OF PHYSICIANS & SURGEONS OF MANITOBA  
INQUIRY PANEL DECISION**

**INQUIRY: IC1866  
DR. ANTON KLOPPERS**

On August 15, 2014, a hearing was convened before an Inquiry Panel (the "Panel") of the College of Physicians & Surgeons of Manitoba (the "College"), for the purpose of conducting an Inquiry pursuant to Part X of *The Medical Act*, into charges against Dr. Anton Kloppers ("Dr. Kloppers"), as set forth in a Notice of Inquiry dated April 25, 2014.

The Notice of Inquiry charged Dr. Kloppers with committing acts of professional misconduct, with contravening By-Law No. 1 of the College and with contravening Statement 104 of the College. The Notice of Inquiry alleged that:

1. During the period between in or about September 2009 and December 2011, Dr. Kloppers permitted claims to be submitted to Manitoba Health for house call services as if he had provided the services when in fact the services were provided by a nurse practitioner, thereby committing acts of professional misconduct.
2. During the period between in or about September 2009 and December 2011, when Dr. Kloppers assumed responsibility for supervising a nurse practitioner making house call visits which were billed to Manitoba Health in his name, he participated in an arrangement which he knew or ought to have known was inappropriate and which resulted in the creation of electronic medical records which were misleading as to the nature and extent of his involvement in the visits in question thereby:
  - (a) breaching the recordkeeping requirements of By-Law No. 1 of the College in effect at the material time, and/or
  - (b) breaching Statement 104 of the College, and/or
  - (c) committing acts of professional misconduct.
3. Dr. Kloppers attempted to mislead the College with respect to his role in the nurse practitioner's care of the patients seen by the nurse practitioner and billed in his name, thereby committing acts of professional misconduct.

In addition to the foregoing, the Notice of Inquiry also contained extensive factual particulars.

The hearing proceeded before the Panel on August 15, 2014, in the presence of Dr. Kloppers' counsel, and in the presence of counsel for the Investigation Committee of the College. A letter from Dr. Kloppers, dated August 14, 2014, was provided to the Panel by his counsel, and marked as Exhibit "5" in the proceedings. Dr. Kloppers' letter explained that due to a medical condition from which he was recovering he would not be in attendance at the hearing. Counsel for Dr. Kloppers confirmed that he and his client wished the hearing to proceed in Dr. Kloppers' absence, and the lawyer for the Investigation Committee confirmed that she had no objection to the hearing proceeding in Dr. Kloppers' absence.

The hearing therefore proceeded, and Dr. Kloppers, through his counsel, entered a plea of guilty to all of the charges outlined in the Notice of Inquiry, thereby acknowledging that the facts alleged in the Notice of Inquiry were true and also acknowledging that he was guilty of multiple acts of professional misconduct and of breaching By-Law No. 1 of the College and breaching Statement 104 of the College.

Counsel for the Investigation Committee moved for an Order under subsection 56(3) of *The Medical Act* for the non-disclosure of the names of any patients or other third parties referred to in the proceedings. Counsel for Dr. Kloppers consented to such an order with respect to the names of patients but noted that any order under subsection 56(3) of *The Medical Act*, as it relates to other third parties, should only apply to information referred to during the hearing. Therefore, Dr. Kloppers' counsel submitted that an order under subsection 56(3) of *The Medical Act* should not operate to prevent Dr. Kloppers from disclosing other information, not referred to in the hearing, relating to third parties, other than patients.

The Panel granted the order sought by counsel for the Investigation Committee for the non-disclosure of the names of patients and other third parties, specifically referred to during the hearing, or in any documents filed as exhibits at the hearing. The Panel recognized that it has no jurisdiction or authority to issue an order for the non-disclosure of information, including the names of certain third parties, if that information is available from other sources separate and apart from this hearing.

The Panel reviewed and considered the following documents, all of which were filed as exhibits in the proceedings by consent:

1. Notice of Inquiry (Exhibit 1)
2. Statement of Agreed Facts containing 50 paragraphs (Exhibit 2)
3. Book of Agreed Documents, containing 33 documents (Exhibit 3) and

4. Joint Recommendation of the parties as to disposition (Exhibit 4).

### **REASONS FOR DECISION**

Having considered the guilty plea of Dr. Kloppers in the context of the above-noted exhibits, and the submissions of counsel for the Investigation Committee of the College and counsel for Dr. Kloppers, the Panel is satisfied that all of the charges and the particulars recited therein have been proven. The Panel is also satisfied that the Joint Recommendation as to disposition is appropriate and ought to be accepted. The Panel's specific reasons for its decision are outlined below.

#### **Background of Dr. Kloppers:**

1. Dr. Kloppers obtained his medical degree from the Faculty of Medicine, University of Pretoria, South Africa in 1974. He completed his internship in South Africa in 1975. He has practiced medicine in Manitoba since 2002. He initially practiced as a conditional registrant in Northern Manitoba. In July 2008, he met the requirements for full registration. He has lived and practiced in Winnipeg since July 2008.
2. On or about September 15, 2008, Dr. Kloppers began practicing at a Winnipeg medical clinic. His practice includes providing care to regular patients and walk-in patients at the clinic and participating in a house call service which is organized through the clinic.
3. In September 2009, Dr. Kloppers became involved in house call visits made by a nurse practitioner ("NP") through the clinic's house call service. He ceased to be involved in the house call visits made by the NP in December 2011. Dr. Kloppers has continued to see his own patients and walk-ins at the clinic and to do his own house calls through the house call service.

#### **Overview of Events Leading to the Charges Against Dr. Kloppers**

1. In or about September 2009, Dr. Kloppers entered into an arrangement whereby the NP who worked at the clinic made house call visits to patients and those visits were billed to Manitoba Health in Dr. Kloppers' name as the provider of the service. This arrangement continued from September 2009 to December 2011. Billing records establish that during this period, Manitoba Health paid Dr. Kloppers a total of approximately \$230,787.00 for house call services provided pursuant to this arrangement.

2. When the College first contacted Dr. Kloppers about this matter, he responded advising that all house call visits by the NP and billed in Dr. Kloppers' name occurred through the Librestream camera system which established a live link enabling him to participate in the visit from a distance. Dr. Kloppers maintained that this occurred on every one of the visits in question and that the live feed was maintained for the entire visit. Dr. Kloppers also maintained that although the NP made a record for each visit by creating an electronic medical record (EMR), Dr. Kloppers personally reviewed and signed off on the EMR for every visit. Dr. Kloppers stated that it was he who provided the service through his supervision of the NP and that he adopted the EMR as his own record for the service he provided.
3. Eventually, Dr. Kloppers acknowledged that the live link was not established for each visit and that he did not review the records as he had initially maintained.

#### **Arrangement between Dr. Kloppers, the NP and the Clinic**

1. In or about September 2009, Dr. Kloppers was approached by the management of the clinic and the NP about participating in a house call service involving the NP. The arrangement involved the NP making house call visits to patients and those visits being billed to Manitoba Health in Dr. Kloppers' name. Dr. Kloppers states that he was told that:
  - (a) Another physician who had left the clinic had participated in the same arrangement
  - (b) The arrangement was acceptable to Manitoba Health as long as Dr. Kloppers was available to the NP by telephone in case the NP needed his assistance.

Dr. Kloppers also stated that he had seen other doctors use nurse practitioners without direct supervision when he practiced in Northern Manitoba and the proposed arrangement seemed consistent with what he had seen there. However, Dr. Kloppers has admitted that he made no independent inquiries about whether the arrangement was acceptable to Manitoba Health and that he "did not give it much thought".

2. The house call service coordinated all house call services provided by the NP and physicians providing house call services through a dispatch system described below:
  - (a) The dispatcher received patient requests for service and assigned the responsibility for the call to a particular care provider, either a physician or the NP.

- (b) The scheduled house calls were entered by the dispatcher into the Health Suite software program, which was used for tracking appointments and planning the schedule for care providers who were doing house calls.
  - (c) The Jonoke EMR system was used by the NP and other physicians for the house call visits.
  - (d) Dr. Kloppers did not use Jonoke to create records for his own house calls. He created paper charts.
3. The specific arrangements and the nature and extent of Dr. Kloppers' involvement in the visits made by the NP and with the records relating to the visits in question changed over time. There were three stages of Dr. Kloppers' involvement:
- (a) Stage 1 - September 2009 - May 28, 2010
  - (b) Stage 2 - May 28, 2010 to early May 2011
  - (c) Stage 3 - mid May 2011 to December 2011
4. During Stage 1 there was little, if any, involvement on the part of Dr. Kloppers with the NP's visits. Dr. Kloppers understood his role to make himself available by telephone when the NP had a question or concern about patient care. The NP was responsible for creating the medical record for the visit using the Jonoke EMR system. There was no expectation on the part of the clinic, the NP or Dr. Kloppers, that Dr. Kloppers would review the EMRs created and he did not review them.
5. The visits were billed by the clinic to Manitoba Health using Dr. Kloppers' billing number based on information about the visit provided by the NP, including the EMR. Manitoba Health paid Dr. Kloppers for the visits in question every two weeks. The fees paid to Dr. Kloppers by Manitoba Health for the visits were split amongst the NP, the clinic and Dr. Kloppers every two weeks. Dr. Kloppers paid the NP and the clinic their share based on the following formula:
- (a) 30% kept by Dr. Kloppers
  - (b) 60% paid to the NP
  - (c) 10% paid to the clinic
6. During Stage 2 (May 28, 2010 to early May 2011), a decision was made by the clinic, the NP, and one of the other physicians working under a

similar arrangement to use a camera system as part of the house call service provided by the NP. The other physician and the NP purchased the Librestream camera system in early May 2010. This system:

- (a) utilizes mobile collaboration technology for functional telemedicine applications;
  - (b) involves the use of mobile, hand-held cameras, intended for use at the patient's location, and a computer based application on the physician's computer; and
  - (c) is intended to permit the physician to see and hear what was occurring at the patient's location.
7. Dr. Kloppers stated that at some point he came to understand that having a camera available was required in order to comply with the requirements of Manitoba Health for the billing of the house call services provided by the NP in Dr. Kloppers' name.
8. On or about May 28, 2010:
  - (a) Dr. Kloppers became licensed to use the Librestream camera system and the software was set up on a computer located in his office at the clinic. This was the only location from which Dr. Kloppers could use the system. If he were not in his office, he could not participate in a visit via the system.
  - (b) The clinic staff activated Dr. Kloppers' pre-existing account with the Jonoke EMR system, which Dr. Kloppers had never used up to that point.
  - (c) Dr. Kloppers was assigned a password to access the Jonoke EMR system through his unique identifier within the system. The purpose was to allow him to access the EMRs created by the NP for the visits in question from his office computer so that he could review and sign off on the records.
  - (d) Dr. Kloppers has stated that:
    - (i) The password was provided to the NP by the the clinic staff and the NP provided the password to Dr. Kloppers;
    - (ii) He did not change the password at that time and that he kept the same password, which was known to the NP, throughout his involvement in the house call services provided by the NP and billed in his name.

9. With respect to the services being provided to patients during Stage 2, a summary is outlined below:
  - (a) The NP made approximately 2379 house call visits on 165 days which were billed in Dr. Kloppers' name.
  - (b) Dr. Kloppers was away from the office and not available to the NP to supervise the NP via the Librestream camera technology or respond to questions on approximately 14 days during which approximately 244 of these visits were billed in his name.
  - (c) Dr. Kloppers states that, for the visits in question, he and the NP utilized the Librestream camera system for some of the visits, but not consistently.
10. With respect to record keeping during Stage 2, Dr Kloppers had access to the EMRs created by the NP and he reviewed some of them, but he did not review or sign off on the EMR consistently. Dr. Kloppers has acknowledged that he did not consider whether the records he reviewed and signed off on related to visits he had participated in via Librestream. He has also acknowledged signing off on records for visits in which he was not involved via a live link through the Librestream system or otherwise. The NP had Dr. Kloppers' password for accessing the Jonoke system and the NP regularly signed off on the records on Dr. Kloppers' behalf.
11. During Stage 2, the billing and fee split arrangements and Dr. Kloppers' involvement in those arrangements were the same as during Stage 1.
12. In early May 2011 (at the beginning of Stage 3 which lasted from mid-May 2011 to December 2011), an investigator from Manitoba Health obtained a search warrant for Dr. Kloppers' files. Dr. Kloppers became aware that Manitoba Health had concerns about the house call service billings and was investigating the circumstances surrounding the arrangements he had with the clinic and the NP. Dr. Kloppers asked the owner of the clinic about the investigation at that time, and was advised that Manitoba Health had been aware of the arrangements since May 2010.
13. Dr. Kloppers understood that Manitoba Health was concerned that he had billed for patients he had not seen. For that reason, he tried to make a point of seeing each patient and his use of the Librestream system and the establishment of a live link for house call visits made by the NP and billed in Dr. Kloppers' name became more frequent. He emphasized to the NP that he should patch Dr. Kloppers in on every visit and he tried to be present at some point of the visit every time. His review of the EMRs

created by the NP for the visits also became more frequent. On that basis, he continued the arrangement until December 2011.

14. During Stage 3, the NP made approximately 403 house call visits on 56 days which were billed in Dr. Kloppers' name. Dr. Kloppers has stated that, for the visits in question, he and the NP utilized the Librestream camera system much more regularly, but that he could not say that it was used for all of the visits in question. There was one day in late May 2011 when Dr. Kloppers was out of the office and the NP made 11 visits which were billed in Dr. Kloppers' name. Dr. Kloppers stated that this was done without his knowledge.
15. With respect to record keeping, Dr. Kloppers used Jonoke to review some, but not all of the EMRs created by the NP for the visits in question. Dr. Kloppers did not usually consider whether the records he reviewed and signed off on related to visits he had participated in via Librestream. He has acknowledged signing off on records for visits in which he was not involved via a live link through the Librestream system or otherwise. The NP had Dr. Kloppers' password for accessing the Jonoke system and the ability to sign off on the records on Dr. Kloppers' behalf.
16. During Stage 3, the billing and fee split arrangements and Dr. Kloppers' involvement in those arrangements were the same as during Stage 1.
17. Dr. Kloppers continued to participate in this arrangement until in or about December 2011. Dr. Kloppers has stated that although he had been aware that Manitoba Health objected to the practice of physicians billing for services provided by a NP before then, it was not until he learned that, on at least one occasion, the clinic had submitted billings to Manitoba Health in his name when he was not available to supervise the NP. At that point, he withdrew from the arrangement with the NP and the clinic.

### **Dr. Kloppers' Participation in the Creation of Misleading Records**

1. The Investigation Committee of the College has done a substantial amount of work to prove and establish that Dr. Kloppers participated in the creation of misleading medical records in a variety of ways. It is not necessary, for the purposes of these Reasons, to outline in detail the ways in which Dr. Kloppers participated in the creation of misleading records, because Dr. Kloppers has acknowledged by his guilty plea and by agreeing to the Agreed Statement of Facts that he did so as described in the Agreed Statement of Facts. However, a brief summary of some of the salient background facts relating to the creation of misleading medical records is outlined below.



2. Statement 104 of the College sets out responsibilities for security and audit of electronic medical records. Among the requirements is a requirement for a permanent file log which serves as an audit trail and identifies and records who accessed the system, what alterations were made to the record, by whom and when the alteration was made.
3. The house call service used the Jonoke EMR keeping system for charting. Within that system, each user has a unique identifying number.
4. Dr. Kloppers has acknowledged that:
  - (a) At no time did he review all of the records of the NP's patient care for the house call visits for which he had assumed responsibility as a supervisor.
  - (b) None of the entries documenting the NP/patient encounters on the patient encounter histories in the EMRs for visits which Dr. Kloppers assumed responsibility as a supervisor contain any indication of his involvement in the care. The only exception to this is some EMRs from Stage 1 which are not accurate in that the records indicate that the patient was seen by Dr. Kloppers when in fact the patient was seen by the NP.
  - (c) The only indication that Dr. Kloppers may have reviewed and/or signed off on an EMR is found in the permanent file log in the audit trail for the EMRs for the visits in question. The fact that Dr. Kloppers is shown as having signed off on a particular record and/or as having reviewed it in the audit trail does not mean that it was actually Dr. Kloppers who reviewed and/or signed off on the record. The NP had his password and the NP signed off on many records on Dr. Kloppers' behalf.
  - (d) There is no way of knowing from the records created for the visits in question whether or not Dr. Kloppers did in fact participate in a particular visit or review the EMR created or sign off on the record created for that visit. This is the result of Dr. Kloppers having shared his password with the NP and allowing the NP to sign off on records on his behalf.
5. In the Agreed Statement of Facts, there are detailed descriptions of the medical records which were created with respect to five patients, and Dr. Kloppers' participation in the creation of medical records relating to those five patients which were misleading, and in breach of the requirements as set forth in Statement 104 of the College. With respect to those specific patients, and with respect to many other patients, Dr. Kloppers has admitted that the manner in which the records were kept for the house

calls made by the NP and billed in Dr. Kloppers' name resulted in the creation of misleading records and was inappropriate. Dr. Kloppers has specifically acknowledged that:

- (a) Supervision by Dr. Kloppers was never shown on the patient's charts. His review of a chart was only apparent, if it was apparent at all, in the audit trail. Another caregiver would not look at the audit trail and so would not be able to tell that Dr. Kloppers had been involved; and
- (b) The records that do suggest Dr. Kloppers' involvement in the audit trail are not reliable because the NP had his password and the ability to sign into the Jonoke system in Dr. Kloppers' name.
  - (i) In some cases, it must have been the NP who accessed the system in Dr. Kloppers' name to remove a review button and/or a supervise button because Dr. Kloppers was away and had no means of accessing the system.
  - (ii) In other cases, Dr. Kloppers could have accessed the system to remove a review button and/or a supervise button, but it is not possible to determine by the audit trail if indeed it was he who signed off on records for visits, including some that occurred while he was away.
  - (iii) In a few cases, the NP signed in as Dr. Kloppers and wrote on a chart that Dr. Kloppers saw the patient when he did not.

None of this could have occurred if the NP did not have Dr. Kloppers' password.

### **Billings to Manitoba Health**

1. The total paid by Manitoba Health for house calls where the NP attended and the billing was issued in Dr. Kloppers' name was approximately \$230,787.00.
2. As previously stated, the billings were shared by Dr. Kloppers, the clinic and the NP as follows:
  - (a) 30% kept by Dr. Kloppers
  - (b) 60% paid to the NP
  - (c) 10% paid to the clinic
3. Dr. Kloppers has admitted that the billing arrangement was inappropriate.

### **Misleading the College**

1. As is usual practice, when the College became aware that Dr. Kloppers had billed for services which the NP had provided, the College wrote to Dr. Kloppers requiring his response. Dr. Kloppers, or lawyers on his behalf, responded to the College's inquiries by way of five separate letters between November 25, 2011 and March 9, 2014. Dr. Kloppers was also interviewed by the Investigation Chair of the College on two occasions, December 7, 2011 and February 1, 2012.
2. Paragraphs 38 to 48 of the Agreed Statement of Facts outline numerous examples of statements made by Dr. Kloppers, either in the above-noted letters, or during his interviews, which Dr. Kloppers ultimately admitted that he knew or ought to have known were not true.
3. Although those numerous examples of false and misleading statements to the College will not be specifically summarized in these Reasons, it must be noted that counsel for the Investigation Committee stated at the hearing that the significant number of false and misleading statements made by Dr. Kloppers, and the extended period of time during which he persisted in making those false and misleading statements are "the most troubling and concerning aspects of his misconduct". The Panel is satisfied that many of his false statements to the College were intended to conceal or minimize his own wrongdoing and to avoid accepting responsibility for his misconduct.

### **Dr. Kloppers' Arrangements with Manitoba Health**

1. As noted above, Dr. Kloppers has stated that he received only 30% of the total amount billed to Manitoba Health (approximately \$237,787.00) and that the remainder was paid to the NP and to the clinic.
2. Nonetheless, Dr. Kloppers entered into a settlement agreement with Manitoba Health, pursuant to which he agreed to repay, in a series of payments over time, the full amount owing.
3. Manitoba Health subsequently became concerned about the payments being made over the length of time contemplated in the agreement in the absence of any security. Further negotiations ensued, but ended when Manitoba Health decided to unilaterally deduct 10% of Dr. Kloppers' billings until the remainder of the amount owing had been paid.
4. According to Manitoba Health, as of March 31, 2014, the balance owing was \$171,717.96.

### **Quality of Care**

1. Paragraph 20 of the Statement of Agreed Facts indicates that during the course of the College's investigation, no patient care or patient safety issues were identified. Nonetheless, the Panel is mindful that the arrangements between Dr. Kloppers and the NP and the clinic were such that there was a distinct possibility that patient care could have been compromised.

### **The Joint Recommendation as to Disposition**

On the basis of the above-noted summary of the background facts, and the more detailed Statement of Agreed Facts, it is clear that Dr. Kloppers' professional misconduct and contravention of By-Law No. 1 of the College and his contravention of Statement 104 of the College are troubling and problematic. Given the seriousness and unacceptability of Dr. Kloppers' conduct, the Panel must decide upon the appropriate disposition pursuant to Section 59.6 of *The Medical Act*. The Panel has been assisted in its task by the Joint Recommendation as to Disposition made by counsel for the Investigation Committee of the College and counsel for Dr. Kloppers.

In determining the types of orders to be granted pursuant to Section 59.6 of *The Medical Act*, it is useful to consider the several objectives of such orders. Those objectives are:

- (a) the protection of the public in a broad context. Orders under Section 59.6 of *The Medical Act* are not simply intended to protect the particular patients of the physician involved, but are also intended to protect the public generally by maintaining high standards of competence and professional integrity among physicians;
- (b) the punishment of the physician involved;
- (c) specific deterrence in the sense of preventing the physician involved from committing similar acts of misconduct in the future;
- (d) general deterrence in the sense of informing and educating the profession generally as to the serious consequences which will result from breaches of recognized standards of competent and ethical practice;
- (e) protection against the betrayal of the public trust in the sense of preventing a loss of faith on the part of the public in the medical profession's ability to regulate itself;

- (f) the rehabilitation of the physician involved in appropriate cases, recognizing that the public good is served by allowing properly trained and educated physicians to provide medical services to the public.
- (g) the sentence should be proportionate to the conduct of the physician involved.

The Joint Recommendation as to Disposition being made in this case is that:

1. Dr. Kloppers should receive a reprimand.
2. Dr. Kloppers' license to practice medicine in Manitoba should be suspended for a period of five months.
3. The costs of the investigation and inquiry in the amount of \$30,000.00 are to be paid by Dr. Kloppers to the College by certified cheque on or before the date of the hearing.
4. There shall be publication of the circumstances relevant to the findings and order of the Panel, including reference to Dr. Kloppers' name. The details of such publication are to be determined by the Investigation Committee of the College.

### **ANALYSIS**

The Panel has reviewed the objectives of orders which are granted pursuant to Section 59.6 of *The Medical Act*, relative to the Joint Recommendation of the parties in this case, to satisfy itself that those objectives will be fulfilled by an acceptance of the Joint Recommendation.

A reprimand represents a severe and formal rebuke of Dr. Kloppers' conduct as particularized in the Notice of Inquiry. It is a statement by this Panel of its disapproval and denunciation of Dr. Kloppers' behaviour and conduct. The reprimand, coupled with the publication of the disposition in this case are the means by which the College strives to protect the public in a broad sense.

The five-month suspension which is part of the Joint Recommendation, represents a significant punishment of Dr. Kloppers. Such punishment is warranted.

There were a number of aggravating factors present in this case. Although patient care may not have been directly compromised, there were serious deficiencies in the medical records relating to many patients, and there is the possibility that those deficiencies may have negative consequences in the future. Dr. Kloppers' participation in the arrangements with the NP were

motivated, at least in part, by greed on the part of Dr. Kloppers. His conduct also involved a betrayal of the public trust by virtue of the misuse which he allowed to be made of his Manitoba Health billing number. His false and misleading statements to the College over an extended period of time were designed to cover up his own wrongdoing, to avoid accepting responsibility for his own actions, and also reflected a disrespect for the governing body of his own profession.

The existence of the above-noted aggravating factors satisfies the Panel that a five-month suspension, and the loss of income and humiliation which the suspension entails is an appropriate punishment.

The Panel has also considered the mitigating factors which are present in this case, including that Dr. Kloppers has no prior disciplinary record and that he has acknowledged his responsibility to repay Manitoba Health the total amount of improper billings, not just the 30% which he personally retained.

Balancing the aggravating and mitigating factors which are present in this case, the Panel accepts that a five-month suspension combined with the other elements of the Joint Recommendation represent a sentence which is proportionate to the misconduct of Dr. Kloppers.

In terms of specific deterrence, the reprimand, the suspension, the payment by Dr. Kloppers of the College's costs and the publication of the circumstances of this case with reference to Dr. Kloppers' name, should operate to prevent Dr. Kloppers from committing similar acts of misconduct in the future.

Publication of the circumstances of this case and the order of this Panel will fulfill the objectives of general deterrence by informing and educating the profession generally as to the serious consequences which will result from misconduct of the type engaged in by Dr. Kloppers.

In a case such as this, a question arises as to whether the misconduct of the physician warrants a more severe penalty, and specifically, a longer suspension or even a cancellation of the physician's registration and licence. However, in this case, there are at least two reasons why the Panel has concluded that a five-month suspension, combined with a reprimand, the payment of the College's costs and publication, are sufficient and adequate penalties. Those reasons are:

1. The absence of any quality of care issues arising from the background facts; and
2. The realistic prospect of rehabilitating Dr. Kloppers. The College expects that Dr. Kloppers will have learned from this experience and that after his suspension has expired, he will be committed to providing medical

services competently and ethically. As noted above, one of the objectives of an order granted under Section 59.6 of *The Medical Act* is the rehabilitation of the physician, recognizing that the public good is served by allowing properly trained and education physicians to provide medical services to the public.

The Panel also believes that by accepting and implementing the Joint Recommendation, a properly informed public will be satisfied that the medical profession is able to properly regulate itself.

The Panel has therefore decided that the objectives of an order granted pursuant to Section 59.6 of *The Medical Act* will be fulfilled, if the Joint Recommendation of the Investigation Committee and Dr. Kloppers is accepted. The Panel was advised at the hearing that immediately prior to the hearing Dr. Kloppers had paid to the College the costs of the investigation and inquiry in the amount of \$30,000.00.

The Panel's decision is therefore to accept the Joint Recommendation.

Accordingly, the Inquiry Panel, pursuant to Section 59.6 of *The Medical Act*, orders that:

1. Dr. Kloppers is hereby reprimanded;
2. Dr. Kloppers' licence to practice medicine will be suspended for a period of five months from October 1, 2014 to February 28, 2015;
3. Dr. Kloppers must pay to the College the costs of the investigation and inquiry in the amount of \$30,000.00 forthwith;
4. There will be publication, including Dr. Kloppers' name, as determined by the Investigation Committee.

IN THE MATTER OF: "THE MEDICAL ACT"

AND IN THE MATTER OF: DR. ANTON KLOPPERS, a member of the College of Physicians and Surgeons of Manitoba

**RESOLUTION AND ORDER OF AN INQUIRY PANEL OF THE COLLEGE OF PHYSICIANS AND SURGEONS OF MANITOBA**

WHEREAS Dr. Anton Kloppers (Dr. Kloppers), a member of the College of Physicians & Surgeons of Manitoba (the College) was charged with professional misconduct, and with contravening By-Law No. 1 of the College and Statement 104 of the College, as more particularly outlined in a Notice of Inquiry, dated April 25, 2014.

AND WHEREAS Dr. Kloppers was summoned and appeared through counsel before an Inquiry Panel (the Panel) of the College on August 15, 2014.

AND WHEREAS Dr. Kloppers, through counsel, entered a plea of guilty to all of the charges outlined in the Notice of Inquiry.

AND WHEREAS the Panel reviewed the exhibits filed, including a detailed Statement of Agreed Facts and a Book of Agreed Documents, heard submissions from counsel for the Investigation Committee of the College and counsel for Dr. Kloppers, and received a Joint Recommendation as to the Disposition of the charges outlined in the Notice of Inquiry.

AND WHEREAS the Panel decided that the Joint Recommendation as to Disposition was appropriate in the circumstances and ought to be accepted.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED AND ORDERED THAT:

1. Pursuant to Section 56(3) of *The Medical Act, R.S.M.*, the identities of the patients of Dr. Kloppers, and of other third parties as referred to in these proceedings, shall be protected in the record of these proceedings by referring to them in a non-identifying manner.
2. Pursuant to Section 59.6 of *The Medical Act*.
  - (a) Dr. Kloppers is hereby reprimanded;



- (b) Dr. Kloppers' licence to practice medicine will be suspended for a period of five months from October 1, 2014 to February 28, 2015;
- (c) Dr. Kloppers must pay to the College the costs of the investigation and inquiry in the amount of \$30,000.00 forthwith;
- (d) There shall be publication, including Dr. Kloppers' name, as determined by the Investigation Committee.

Dated this 23<sup>rd</sup> day of September, 2014.