

NOTICE OF PUBLICATION BAN

In the College of Physicians and Surgeons of Ontario and Dr. Glumac, this is notice that the Discipline Committee ordered that no person shall publish or broadcast the identity of the witnesses or any information that could disclose the identity of the witnesses under subsection 45(3) of the Health Professions Procedural Code (the “Code”), which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended.

The Committee also made an order to prohibit the publication of certain names under subsection 47(1) of the *Code*.

The Committee also made an order to prohibit the publication of certain names under ss.45(1) of the Code and that certain evidence be heard in camera under ss.45(2) of the Code.

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

Every person who contravenes an order made under ... section 45 or 47... is guilty of an offence and on conviction is liable,

- (a) in the case of an individual to a fine of not more than \$25,000 for a first offence and not more than \$50,000 for a second or subsequent offence; or
- (b) in the case of a corporation to a fine of not more than \$50,000 for a first offence and not more than \$200,000 for a second or subsequent offence.

Indexed as: **Ontario (College of Physicians and Surgeons of Ontario) v. Glumac,
2016 ONCPSD 14**

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

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

B E T W E E N:

THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

- and -

DR. GEORGE GLUMAC

PANEL MEMBERS:

**DR. P. TADROS (CHAIR)
MS. D. GIAMPIETRI
DR. M. DAVIE
MR. A. RONALD
DR. W. KING**

**COUNSEL FOR THE COLLEGE OF PHYSICIANS AND SURGEONS OF
ONTARIO:**

MS. A. BLOCK

COUNSEL FOR DR. GLUMAC:

MS. D. LAMBE

INDEPENDENT COUNSEL FOR THE DISCIPLINE COMMITTEE:

MR. R. COSMAN

Hearing Date: **March 21, 2016**

Decision Date: **March 21, 2016**

Release of Written Reasons: **June 13, 2016**

PUBLICATION BAN

DECISION AND REASONS FOR DECISION

The Discipline Committee (the “Committee”) of the College of Physicians and Surgeons of Ontario heard this matter at Toronto on March 21, 2016. At the conclusion of the hearing, the Committee stated its finding in a written order that the member committed an act of professional misconduct and that the member is incompetent. The Committee also delivered its penalty and costs order, which included the immediate revocation of the member’s certificate of registration, with written reasons to follow.

THE ALLEGATIONS

The Notice of Hearing alleged that Dr. Glumac committed an act of professional misconduct:

1. under clause 51(1)(b.1) of the *Health Professions Procedural Code* which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c.18 (the “Code”) in that he engaged in the sexual abuse of a patient;
2. under paragraph 1(1)2 of Ontario Regulation 856/93 made under the *Medicine Act, 1991* (“O. Reg. 856/93”), in that he has failed to maintain the standard of practice of the profession; and
3. under paragraph 1(1)33 of O. Reg. 856/93, in that he has engaged in conduct or an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

The Notice of Hearing also alleged that Dr. Glumac is incompetent as defined by subsection 52(1) of the Code.

RESPONSE TO THE ALLEGATIONS

Dr. Glumac did not contest the allegations in the Notice of Hearing, that he engaged in the sexual abuse of a patient; that he has failed to maintain the standard of practice of the profession; that he has engaged in conduct or an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional; and that he is incompetent.

THE FACTS

A Statement of Facts and Plea of No Contest was filed as an exhibit and presented to the Committee. It is set out below:

PART I: FACTS

A. Professional Misconduct Regarding Patient A and Patient B

(a) Background

1. Dr. George Glumac is a psychiatrist practising in Guelph, Ontario. He received certification in Psychiatry from the Royal College of Physicians and Surgeons and received a certificate of registration authorizing independent practice from the College of Physicians and Surgeons of Ontario in 1982.
2. Patient A is presently middle aged. Patient A suffers from a rare condition which has resulted in frequent surgeries, chronic pain and at times limited mobility. Patient A has a history of childhood sexual abuse.
3. Patient A is married to Patient B, who Dr. Glumac diagnosed as having a developmental disorder. They have two special needs children: Child C, who has

been diagnosed with several developmental disorders, and Child D, who has several disabilities and requires full-time care.

4. Patient A and her family faced significant financial challenges. Because of Patient A's medical conditions, and the special needs of Child D, Patient A had been unable to work since approximately 2003. Her husband, Patient B, was renowned for his work, but because of his developmental difficulties, he was unable to earn income. Patient A and Patient B receive financial assistance and have no additional income.

(b) Patient A Becomes Dr. Glumac's Patient

5. In or around 2008, Patient A was seeking a psychiatrist who could assist with the care and treatment of Child D closer to their home. The family had been travelling from their home to Toronto to obtain treatment for Child D, but Patient A's own medical condition had restricted Patient A's mobility and travel to Toronto had become too difficult. Patient A contacted Dr. Glumac as he was closer to their home and he agreed to see the family. The entire family attended for therapy to address issues arising with Child D.

6. In early 2009, Patient A asked to see Dr. Glumac alone. She wanted to discuss her concerns regarding her husband. She was concerned her husband had a developmental disorder and she wished for him to receive an assessment. Dr. Glumac agreed to see her.

7. Patient A's first appointment with Dr. Glumac was in January 2009. At that appointment, Dr. Glumac suggested that she would benefit from seeing someone, and he suggested she see him regularly as a "place to vent". He acknowledged the stress in her life, that she was isolated and that she would benefit from a supportive environment to vent her anxiety. He told her he would see her as a friend.

8. Patient A agreed and began to see Dr. Glumac regularly without the presence of her children. Occasionally, her husband, Patient B, would join her in these sessions. Dr. Glumac provided counselling to them together.

9. In their early sessions, Dr. Glumac also advised her he could treat the chronic pain she was experiencing. In or around May 2009, Dr. Glumac began managing Patient A's chronic pain, prescribing:

Trazadone (anti-depressant)

Morphine Sulphate (narcotic)

Amphetemine

Wellbutrin (bupropion)

Fentanyl (narcotic)

Clonazepam (benzodiazepine)

Venlafaxine (SSNRI)

Citalipram and (SSRI)

Nabilone (synthetic cannabinoid)

(c) Boundary Violations in the Psychotherapeutic Relationship

10. Early on in their doctor-patient relationship, Dr. Glumac made personal disclosures to Patient A including that he was a practising fundamentalist Christian and that he suffered from bi-polar disorder. He told Patient A about his relationship with his wife and his family history, including his childhood. Patient A called Dr. Glumac "George".

11. Dr. Glumac commenced sessions with Patient A by praying with her. They would pray in two positions: Dr. Glumac would wheel his chair over to the couch where she sat, place his hands on her shoulders and invoke the blessing of the Lord over the session; or, Patient A would kneel on the floor at Dr. Glumac's feet with her body between his knees,

and he would place his hand on her head, and invoke the blessing of the Lord over the session.

12. In their sessions, Dr. Glumac referred to Patient A as his “little buddy” and told her that he was seeing her as a friend.

13. Dr. Glumac and Patient A exchanged gifts during the doctor-patient relationship. Specifically:

(a) In or around the summer of 2009, Patient A was diagnosed with cancer. She was experiencing increased anxiety and difficulty sleeping. She needed money to pay tuition for her child’s enrollment in a special program. Dr. Glumac provided her with a cheque for \$1000.00. When she subsequently tried to return the cheque, Dr. Glumac did not accept it; and,

(b) Patient A bought Dr. Glumac a gift basket/ “romance bag” for him to give his wife containing wine, candles, perfumes and flowers.

(d) Dr. Glumac Introduced Patient A to a Business Advisor

14. Patient A frequently discussed her marital problems in her sessions with Dr. Glumac. One of her concerns with her husband, Patient B, was his failure to understand how to operate his business and their struggles living in poverty.

15. Dr. Glumac recommended that Patient B retain his friend, Mr. Jim McElroy, as a Business Manager. He told Patient A that Mr. McElroy was a fellow Christian who helped new businesses and would be of great assistance to Patient B. Patient A trusted Dr. Glumac.

16. In or around March 2009, Dr. Glumac arranged for a meeting to take place in his office among Patient A, Mr. McElroy, and himself. As a result of Dr. Glumac's recommendation, Patient A and Patient B retained Mr. McElroy as Patient B's Business Advisor.

17. Ultimately, Mr. McElroy caused Patient A and Patient B to incur significant financial debt and has remained unaccountable for their financial losses.

(e) Sexual Abuse of Patient A

18. In November 2009, following her diagnosis of cancer, Patient A underwent surgery. After the surgery, she sought respite care at the facility near her home. She required assistance in caring for herself post-operatively, and she could not care for her children at that time.

19. Patient A had been advised she would need chemotherapy. Her relative had died the previous year, after receiving chemotherapy for cancer. Patient A was distraught.

20. In around the third week of December 2009, Dr. Glumac attended the respite facility to visit Patient A. She and Dr. Glumac went downstairs in the basement to meet privately. Dr. Glumac sat on one side of the room; Patient A sat on the other. Dr. Glumac asked her to sit on the couch next to him. She moved next to him. Dr. Glumac then embraced her, placing his arms around her waist and rear end, kissing her neck, her ears, her mouth and her lips. He continued to hug, caress and kiss her for about 15 minutes.

21. Eventually, Patient A stood up and walked across the room. Dr. Glumac followed her and continued to kiss and hug her. She escorted Dr. Glumac to the door and he left.

22. Several days later Patient A called Dr. Glumac and asked him to return to the respite facility to explain his behaviour. Dr. Glumac returned and the two entered an empty bedroom together. Patient A asked Dr. Glumac what his intent was. He told her

not to worry, that his intent was not sexual. Dr. Glumac invited her to lay on the bed with him. He asked if he could hug her. They lay on the bed together in a spooning position and she could feel his body pressed against hers. Dr. Glumac kissed her from behind, and she felt his erection pressing against her.

23. Patient A got off the bed and asked him to leave.

24. Initially, Patient A did not intend to return to see Dr. Glumac. However, after a difficult time receiving chemotherapy, she sought his support. She was having difficulty sleeping and was experiencing flashbacks. At subsequent appointments, Dr. Glumac kissed Patient A on the lips and hugged her frequently, with his hands around her waist and hips.

(f) Borrowing \$20,000.00 from Patient A and Conduct in Respect of the Borrowed Funds

25. In around June 2011, Patient A and Patient B received an inheritance of tens of thousands of dollars. Patient A mentioned this to Dr. Glumac. Patient A was relieved and excited by the receipt of these funds. Patient A and Patient B intended to use the funds for Patient B's work, for Patient A's surgery, and for the family. Patient A and Patient B were destitute and had very little income.

26. Approximately two weeks later, Dr. Glumac telephoned Patient A and Patient B. He told them he had a charitable organization involving U.S. real estate that provides housing to Americans whose homes were being foreclosed. He told them he was short of \$20,000.00 and asked whether he could borrow \$20,000.00 from them. Dr. Glumac advised them he would repay the money within three months.

27. Patient A and Patient B provided Dr. Glumac with a cashier's cheque in the amount of \$20,000.00 within a few days of his request.

28. Dr. Glumac subsequently provided Patient A and Patient B with a Promissory Note acknowledging receipt of the \$20,000.00 and promising to repay \$2500.00 on the

first of every month beginning September 1, 2011. A copy of the promissory note is attached at Tab 1 of the Statement of Facts and Plea of No Contest.

29. Dr. Glumac did not repay the funds within the first three months or on the terms of the Promissory Note as agreed.

30. After repeated requests from Patient B who indicated he needed the money to visit family abroad, Dr. Glumac provided Patient B with a cheque for \$2000.00 on November 24, 2011.

31. Patient A then began emailing Dr. Glumac seeking to have their money returned. Patient A indicated that they would have no choice but to commence legal action or report Dr. Glumac to the College.

32. Patient A terminated the doctor- patient relationship on January 30, 2012.

33. Further payments were made as follow:

DATE	AMOUNT
February 10, 2012	\$2000.00 cheque
March 16, 2012	\$2000.000 cheque Cheque was returned NSF on March 22, 2012. Dr. Glumac then provided Patient A and B with \$2000.00 cash.
April 13, 2012	\$2000.00 cheque
April 19, 2012	\$500.00 cheque
May 7, 2012	\$200.00 cheque

May 15, 2012	\$3000.00 cheque
May 24, 2012	\$1000.00 cheque
June 15, 2012	\$5000.00 money order

34. Dr. Glumac acknowledged to Patient A that the money he had borrowed was not for charitable purposes but was to support his real estate management and investment company.

35. Dr. Glumac and his wife telephoned Patient A and Patient B and pleaded with them not to report him to the College. Dr. Glumac attended their home and threatened them in order to get them not to report him to the College. Dr. Glumac threatened to cease providing medications to Patient A. He also offered to pay Patient A and Patient B an additional \$20,000.00 if Patient A agreed not to report to the College.

36. On June 16, 2012, Patient A and Patient B complained to the College.

37. On July 15, 2012, Dr. Glumac provided Patient A and Patient B a certified cheque in the amount of \$8000.00, finally satisfying the debt owed.

(g) Failure to Maintain the Standard of Practice of the Profession and Incompetence

38. The College retained Dr. J. Ennis, M.D., FRCPC, Medical Director of the Ennis Centre for Pain Management and Assistant Clinical Professor at Faculty of Health Sciences, McMaster University, to provide an opinion with respect to the care and treatment provided by Dr. Glumac to Patient A.

39. Dr. Ennis concluded that Dr. Glumac failed to maintain the standard of practice of the profession in respect of Patient A's pain management and his psychiatric care and

treatment. A copy of Dr. Ennis' report is attached at Tab 2 of the Statement of Facts and Plea of No Contest.

(i) Pain Management

40. Dr. Ennis opined that Dr. Glumac did not manage Patient A's opioid therapy appropriately. Specifically:

- In May 2009, the dose of opioid was increased from 15 mg bid to 45 mg bid. There was no explanation as to why this occurred. Nor was there any documentation of the review of side effects including review of any indications of addiction.
- Further increases in opioid medication were made in June 2009 without documentation to support the increase and without documentation of side effects. At this time, Patient A was reporting vomiting which may be opioid induced. In addition, there was no explanation why an additional potentially addictive medication, Adderall, was added to regimen.
- When Patient A complained of depressive symptoms, Dr. Glumac prescribed fentanyl, and then increased the dose in August 2009. By January 2010, the doses of opioids had been increased to a dose beyond the recommended morphine equivalent, without any explanation on the record.
- In February 2010, Dr. Glumac also prescribed benzodiazepines and then increased the dose in March significantly without any explanation as to why the dose was being increased in this manner. Dr. Ennis expressed concern regarding benzodiazepines being prescribed in the evening, as they are not only addictive but depressogenic.
- In November 2010, concerns were raised regarding the prescription of Wellbutrin (bupropion) and its effect on tamoxifen, the treatment Patient A was receiving for cancer. However, Dr. Glumac did not change the antidepressant until March of that year.

41. Ultimately, Dr. Ennis concluded that Dr. Glumac displayed a lack of knowledge and skill in his management of Patient A's opioid therapy. He escalated her dose of m-Eslon (morphine) over a short period of time. He did not record that he reviewed side effects including the development of addiction. There was evidence which suggested that Patient A might have had "too much" medication. Dr. Glumac never appeared to have considered other pain management strategies over and above the use of opioids which could have included non-addictive medications and non-medication management strategies. He also failed to change antidepressant medication in a timely fashion when the issue of Bupropion's effect on Tamoxefin was noted.

(ii) Psychiatry Practice

42. With respect to the management of Patient A's depression, Dr. Ennis opined that at various points in her treatment, the patient was at risk of suicide. There is no evidence that Dr. Glumac performed an assessment for suicide risk, even where Dr. Glumac records what appeared to be suicidal gestures.

43. Dr. Ennis also identified multiple boundary issues including: having a patient call him by his first name, visiting the patient at her home, borrowing from a patient and giving money to the patient, creating a relationship between the patient and a personal friend of the psychiatrist, praying with the patient, creating the image that the patient was special, and intimately touching the patient. Dr. Ennis opined that Dr. Glumac's conduct did not meet the standard of practice of the profession and further that Dr. Glumac showed a serious lack of judgment.

44. Dr. Ennis ultimately concluded that Dr. Glumac poses a risk to other patients. He opined that Dr. Glumac does not have requisite skills to manage opioids and he should not be doing so. Moreover, through his boundary violations, he violated the doctor-patient relationship.

(h) Inappropriate OHIP Billing regarding Patient A

45. Dr. Glumac billed the Ontario Health Insurance Plan for services he did not provide to Patient A. For example:

- (a) He billed and was paid for psychotherapy [billing code K197] which he did not provide between March 2010 and October 2010 (Three dates in April, one date in May, one date in July, two dates in August, and two dates in September);
- (b) He billed and was paid for psychiatric care [billing code K198] on a date in March, a date in April and a date in May 2012 for services he did not provide.

46. Dr. Glumac either billed for services he did not provide, or failed to keep clinical records for the following dates:

- One date in April 2009
- Three dates in November 2009
- Four dates in December 2009
- One date in January 2009
- Two dates in March 2009
- One date in February 2011
- One date in April 2011
- One date in June 2011
- One date in August 2011
- One date in October 2011

B. Section 75(1)(a) Investigation regarding OHIP Billing

47. On March 6, 2015, Dr. Glumac entered into an undertaking in lieu of the Inquiries, Complaints and Reports Committee making an order under section 37 of the Health Professions Procedural Code which required, among other things, that he cease prescribing narcotics and that he video monitor all patient encounters.

48. On a compliance visit, the Compliance Case Manager observed that Dr. Glumac appeared to be conducting patient sessions over the telephone, and was billing OHIP for these services. However, consultations and assessments rendered by telephone (including services such as psychotherapy, counselling, primary mental health and psychiatric care), are not insured services and are not payable by OHIP. On the basis of this information, the Registrar formed reasonable and probable grounds to believe that Dr. Glumac may have engaged in an act of professional misconduct, and appointed Investigators with the approval of the Inquires Complaints and Reports Committee.

49. The College subsequently retained Dr. Jon S. Novick, M.D.C.M. F.R.C.P.C., Department of Psychiatry, St. Michael's Hospital, Assistant Professor, Department of Psychiatry, University of Toronto, to review Dr. Glumac's OHIP billing (claims submitted and paid by OHIP) and determine whether it met the standard of practice of the profession. A copy of the OHIP records (showing claims provided and paid) reviewed by Dr. Novick are attached at Tab 3 of the Statement of Facts and Plea of No Contest.

50. Dr. Novick reviewed 32 patient charts and the related OHIP billings to determine whether an insured service had been provided and if so, whether that matched the service billed as well as whether the insured service was eligible for a Special Visit Premium if such Premium was billed.

51. In all but one of 32 patient charts, Dr. Novick found that the OHIP billing submitted by Dr. Glumac failed in some way to meet the standard of practice of the profession.

52. Dr. Novick observed that while many insured services were correctly billed to OHIP, suggesting that Dr. Glumac understood and followed the general payment rules such as the minimum duration for time for unit based services and the time documentation requirements, Dr. Glumac billed OHIP for services that are uninsured. His conduct in this regard included billing OHIP for services such as telephone communication, Skype sessions, faxing prescriptions, certain reports, dictations, and research on behalf of his patients. When these uninsured services were provided, there was no evidence in the charts that an accompanying insured service was provided in

order to justify the billing Dr. Glumac submitted to OHIP. In addition, Dr. Glumac billed for special visit premiums when the visits attached to those premiums were not eligible for premiums. A copy of Dr. Novick's report is attached at Tab 4 of the Statement of Facts and the Plea of No Contest.

53. Another College-appointed medical inspector who reviewed Dr. Glumac's patient charts also noted billing irregularities. Dr. Phillip D. Norris noted that Dr. Glumac appeared to be in the habit of using psychiatric care codes and psychotherapy fee codes to bill an hourly rate for other services such as report writing, communicating with third parties and faxing prescriptions, which is not permitted. Those activities are in fact uninsured services and not covered by OHIP.

54. Dr. Glumac's inappropriate OHIP billing fails to maintain the standard of practice of the profession and is disgraceful, dishonourable and unprofessional.

PART II: PLEA OF NO CONTEST

55. Dr. Glumac pleads no contest to the facts set out in paragraphs 1-[54] above, Dr. Glumac pleads no contest to the allegations that:

- (a) He engaged in sexual abuse and in disgraceful, dishonourable or unprofessional conduct in respect of Patient A;
- (b) He failed to maintain the standard of practice of the profession and is incompetent in his care and treatment of Patient A;
- (c) He engaged in disgraceful, dishonourable or unprofessional conduct including by:
 - a. failing to maintain appropriate boundaries with Patient A;
 - b. failing to maintain appropriate boundaries with Patient B;
 - c. introducing and/or suggesting a prospective business manager for Patient B;
 - d. borrowing funds from Patient A and Patient B and not repaying the funds in a timely manner;
 - e. threatening Patient A to prevent her from complaining about his

- conduct to the College;
 - f. accepting gifts from and giving gifts to Patient A;
 - g. making personal disclosures to Patient A; and,
 - h. billing OHIP and receiving payment for services for Patient A that he did not provide.
- (d) He failed to maintain the standard of practice and engaged in disgraceful, dishonourable and unprofessional conduct in his OHIP billing practices, including billing and receiving payment for non-insured services.

FINDINGS

The Committee accepted as true all of the facts set out in the Statement of Facts and Plea of No Contest. Certain legal consequences follow when a member enters a plea of no contest in that the Committee can: accept the facts alleged against the member as correct; accept that those facts constitute professional misconduct, incompetence, or both for the purposes of the proceeding; and dispose of the issue of what finding ought to be made without hearing evidence.

The Committee accepted Dr. Glumac's plea of no contest and found that Dr. Glumac committed an act of professional misconduct in that he:

- a. engaged in the sexual abuse of a patient;
- b. failed to maintain the standard of practice of the profession; and
- c. engaged in conduct or an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

The Discipline Committee also found that Dr. Glumac is incompetent.

PENALTY AND REASONS FOR PENALTY AND COSTS

Counsel made a joint submission as to an appropriate penalty and costs order.

Counsel submitted that an appropriate penalty is the immediate revocation of Dr. Glumac's certificate of registration and a public reprimand. Additionally, it was jointly submitted that Dr. Glumac reimburse the College for funding provided under section 85.7 of the Code for therapy and counselling to the patient he sexually abused. It was further jointly submitted that Dr. Glumac pay the College the tariff cost of a one-day hearing.

The Committee is well-acquainted with penalty principles and found that the immediate revocation of Dr. Glumac's certificate of registration was appropriate in the circumstances. Ordering immediate revocation of Dr. Glumac's certificate of registration serves to express the Committee's abhorrence of his despicable behaviour with Patient A. This also serves to maintain public confidence in the integrity of the profession's ability to self-govern in the public interest. The public will be protected from Dr. Glumac since he has now been removed from the practice of medicine.

A public reprimand will serve to denounce Dr. Glumac's reprehensible misconduct and sends a message of deterrence to the profession at large.

The Committee carefully considered Patient A's Victim Impact Statement. It was heartbreaking to hear of such tragedy and adversity in one woman's life. When at her most vulnerable, Patient A sought out Dr. Glumac for assistance. He then took advantage of that vulnerability on every possible level. Dr. Glumac's multiple significant boundary violations included:

- revealing his own health and marital problems when he was entrusted to help Patient A with hers;
- Dr. Glumac's exchange of gifts with Patient A;
- Dr. Glumac's sexual gratification in kissing, caressing, and 'spooning' Patient A during appointments and at the rehabilitation hospital;

- Dr. Glumac's financial exploitation of Patient A's impoverished family by borrowing from their inheritance under false pretenses and refusing to return the money in a timely fashion;
- Dr. Glumac's incompetence with respect to Patient A's ongoing psychiatric care and pain management; and
- Dr. Glumac's inappropriate billing of OHIP, a remuneration system which entrusts the members of the profession to bill with honesty and integrity, and only for insured services.

Dr. Glumac's egregious blurring of doctor-patient boundaries is completely unacceptable and warrants the most severe sanction available: revocation.

The Committee was disappointed that Dr. Glumac did not attend his own hearing. No explanation was provided as to why he was not present. Dr. Glumac's absence demonstrated a lack of respect for his governing body, which can be taken into account in the event of any future application.

Under section 85.7 of the Code, the Committee ordered that Dr. Glumac reimburse the College for funding of counselling or therapy for Patient A, should she require it, up to the amount of \$16,060.00 to be secured by an irrevocable letter of credit or other security acceptable to the College within 30 days.

Finally, the Committee also acknowledged this was an appropriate case to award costs to the College. As jointly submitted, Dr. Glumac must pay the tariff amount of \$5,000.00 for the one-day hearing within 30 days of the date of the Order.

ORDER ON PENALTY AND COSTS

Therefore, having stated the findings in paragraphs 1 and 2 of its written order of March 21, 2016, on the matter of penalty and costs, the Committee ordered and directed that:

3. the Registrar revoke Dr. Glumac's certificate of registration effective immediately;
4. Dr. Glumac appear before the panel to be reprimanded;

5. Dr. Glumac reimburse the College for funding provided to patients under the program required under section 85.7 of the Code, and shall post an irrevocable letter of credit or other security acceptable to the College to guarantee payment of such amounts within thirty (30) days of the date this Order becomes final, in the amount of \$16,060.00; and
6. Dr. Glumac pay costs to the College in the amount of \$5,000.00 within thirty (30) days of the date this Order becomes final.