

ALBERTA COLLEGE OF SPEECH-LANGUAGE
PATHOLOGISTS AND AUDIOLOGISTS

IN THE MATTER OF
THE *HEALTH PROFESSIONS ACT*

AND IN THE MATTER OF A HEARING
REGARDING THE CONDUCT OF

WUN CHIN KELLY CHAN
Registration #5634

**DECISION OF THE HEARING
TRIBUNAL**

INTRODUCTION

1. On March 20, 2025, a Hearing Tribunal of the Alberta College of Speech-Language Pathologists and Audiologists ("ACSLPA") held a hearing under Part 4 of the *Health Professions Act* (the "HPA") regarding the conduct of Wun Chin Kelly Chan.
2. The members of the Hearing Tribunal were Laura Ziegler, Chair and Regulated Member; Marion Zeeman, Regulated Member; Kathryn Hilsenteger, Public Member; and Linda Sheen, Public Member. Ashley Reid attended as legal counsel for the Hearing Tribunal.
3. Sharia Ali, the Complaints Director, attended and was represented by their legal counsel, Vita Wensel. Ms. Chan was also present. She represented herself at the hearing.

ALLEGATIONS

4. The Allegations against Ms. Chan were as follows:

IT IS ALLEGED that, while you were a registered speech-language pathologist ("SLP") with the ACSLPA and self-employed with Little Bean SLP (a "Private Practice") in Calgary, Alberta:

1. Between January 26, 2024 – February 7, 2024, you increased the fees charges for SLP services of Client SC without consent from, or notice to, their parent, RC.
2. Between June 2023 – February 2024, you did not fully disclose and/or justify your fees for SLP services to Client SC that were based on a Family Support for Children with Disabilities ("FSCD") Agreement between Client SC and the Government of Alberta when:
 - a. Relating to invoices provided for SLP services in June 2023, July 2023, August 2023, September 2023, October 2023, November 2023 and December 2023:
 - i. You did not describe the allocation of direct and indirect services (as defined by FSCD) being provided to Client SC and by doing so, did not justify the fees charged; and
 - ii. You did not disclose the length of your SLP treatment sessions with Client SC (noted as "home sessions" on invoices), which were 60 minutes between June – September 2023 and 45 minutes between October 2023 – December 2023, and by doing so, did not justify the fees charged.
 - b. Relating to invoices provided for SLP services in January 2024:
 - i. You did not describe the allocation of direct and indirect services (as defined by FSCD) being provided to Client SC and by doing so, did not justify the fees charged;

- ii. The original invoice you provided, and that charged \$201.36 for SLP services, inaccurately reflected that Client SC's "home session" was 90 minutes when the SLP treatment session was only 45 minutes; and
 - iii. The amended invoice you provided, and that charged \$176.19 for SLP services, inaccurately reflected that Client SC's "home session" was 75 minutes when the SLP treatment session was only 45 minutes.
3. On February 7, 2024, you improperly discontinued SLP services for Client SC including without implementing any discharge planning.

(referred altogether as the "Allegations")

EVIDENCE BEFORE THE HEARING TRIBUNAL

5. The parties presented an Agreed Statement of Facts and Acknowledgment of Unprofessional Conduct. The Agreed Statement of Facts and Acknowledgment of Unprofessional Conduct included tabs of documents as attachments:

Tab 1:	Email dated February 17, 2024 enclosing ACSLPA Complaint Form
Tab 2:	Notice to Attend a Hearing dated February 7, 2025
Tab 3:	Family Support for Children with Disabilities Agreement
Tab 4:	Government of Alberta training materials
Tab 5:	Correspondence from the Government of Alberta, FSCD Program dated February 8, 2022
Tab 6:	ACSLPA Standards of Practice, revised June 2022, Standard 4.7
Tab 7:	Invoices issued by K. Chan to RC dated June – September, 2023
Tab 8:	Invoices issued by K. Chan to RC dated October – December, 2023
Tab 9:	Correspondence dated October 27 – November 2, 2023
Tab 10:	Draft invoice for \$201.36 signed by K. Chan dated January 26, 2024
Tab 11:	Correspondence dated January 27 – February 7, 2024
Tab 12:	Draft invoice for \$176.19 signed by K. Chan dated January 26, 2024
Tab 13:	Draft invoice for \$151.02 signed by K. Chan dated January 26, 2024
Tab 14:	Correspondence dated February 7 – 8, 2024
Tab 15:	ACSLPA Standards of Practice, revised June 2022, Standard 1.3
Tab 16:	ACSLPA Code of Ethics, revised June 2022
Tab 17:	HPA (excerpts)

6. The Agreed Statement of Facts and Acknowledgment of Unprofessional Conduct was marked as Exhibit 1. The package of attachments was entered as Exhibit 2. The parties also presented a Joint Submission on Penalty, which was marked as Exhibit 3.

AGREED FACTS

Background

7. Ms. Chan became a regulated member of ACSLPA and began practicing as a speech-language pathologist ("SLP") in Alberta in October 2020. In 2023, she was self-employed as a

SLP at Little Bean SLP (the “Private Practice”) in Calgary, Alberta. She began offering services to private clients through the Private Practice the same year.

8. Ms. Chan’s SLP services to private clients included services funded through Family Support for Children with Disabilities (“FSCD”) contracts. FSCD contracts are governed by the Family Support with Disabilities Act and offer services for children with disabilities.

FSCD Contracts

9. A FSCD contract defines a certain number of hours available for a specific health service. The parent or guardian of a child with disabilities is responsible for tracking and managing the hours used within the FSCD contract. Managing a FSCD contract includes submitting invoices to FSCD for payment. Invoices are expected to have details including the type of service provided.

10. FSCD only reimburses for actual services provided. It permits two types of services:

- a. Direct services are those that when delivered, the child, youth, or family are the direct recipient or beneficiary of the services. Expenditures for personnel are justified as direct services if the personnel are providing direct, hands-on instruction to the child, youth, or family.
- b. Indirect services are the cost of personnel and supplies that are administrative in nature and do not have a direct relationship to support the child, youth, or family.

11. FSCD supports a maximum split of 65% direct service to 35% indirect service delivery. A provider cannot bill more than 35% of indirect services.

12. FSCD’s rate for SLPs is \$100.68. Some SLPs charge clients a top-up rate in addition to FSCD’s hourly rate (e.g. \$50.00 extra per hour). In those circumstances, FSCD reimburses the practitioner at the FSCD rate, and the parent pays the top-up rate.

Client SC’s FSCD Contract and SLP Services

13. Ms. Chan attended an orientation with FSCD in May 2023. She began providing SLP services to Client SC in June 2023 through an FSCD contract. After each session with Client SC, Ms. Chan prepared and emailed a session note to Client SC’s parent, RC. The session notes included a summary of the session. Sometimes they included recommendations to the family.

14. Client SC’s FSCD contract offered 48 hours of SLP services between May 2023 and May 2024. His contract also required that healthcare practitioners, including Ms. Chan, attend quarterly meetings as a group, along with Client SC’s parent and his FSCD caseworker.

15. Client SC’s contract was originally managed by an agency and a psychologist. Ms. Chan’s SLP services were arranged through the agency. Between June 2023 and December 2023, Ms. Chan sent her invoices to Client SC’s parent, RC, for approval. Once approved, she would send the invoices to the agency for uploading to the FSCD system and payment.

16. In approximately January 2024, the agency stopped operating. As a result, RC took over managing Client SC’s FSCD contract payment and the reimbursements to practitioners. Ms.

Chan would submit an invoice to RC for approval. RC would pay Ms. Chan directly and submit the invoice to FSCD for reimbursement. Ms. Chan did not direct bill FSCD for SLP services.

Allegation 1

17. Ms. Chan provided SLP services to Client SC in June 2023. She charged 1.5 hours for:
 - a. A 1-hour face-to-face session with Client SC, and
 - b. 0.5 hours for preparation and note-writing.
18. Ms. Chan charged the FSCD hourly rate for 1.5 hours, which totaled \$151.02.
19. The total for Ms. Chan's services was \$151.02 for the one-hour session. Ms. Chan charged RC the FSCD contract hourly rate for SLP services.
20. In October 2023, Ms. Chan advised RC that she wanted to increase her rate. She suggested she would keep fees consistent by charging 1.5 hours for:
 - a. A 0.75-hour face-to-face session, and
 - b. 0.75 hours for preparation and note-taking.
21. The total for Ms. Chan's services remained \$151.02, but for a 0.75-hour (45-minute) session. RC agreed to the fee amendment and increase before the sessions occurred, and approved her October to December 2023 invoices. Her fees were consistent until January 2024.
22. Ms. Chan provided a 0.75 hour (45-minute) session to Client SC on January 26, 2024. After, she provided a draft invoice to RC for a total amount of \$201.36. The invoice shows:
 - a. 1.5 hours for a "home session" totaling \$151.02;
 - b. 0.5 hours for "Prep, travel, note" totaling \$50.34.
23. Ms. Chan did not provide notice to RC of the increased fees before she provided the SLP services to Client SC. She notified RC via email of the change when she sent the invoice.
24. Ms. Chan's justification for the fee increase was that it "mad[e] it easier for [her] to bill a more consistent amount of hours each month." She also described to RC that it would not have any extra cost and she would bill 2 hours in January instead of billing for update meetings.
25. RC refused to authorize the invoice, noting that the quarterly update meeting had not occurred and that she could bill for the meeting when it occurred. He requested an invoice for 1.5 hours.
26. Ms. Chan responded to RC's concerns by providing an updated draft invoice for 1.75 hours totaling \$176.19. The updated draft invoice showed:
 - a. 1.25 hours for a "Home Session" totaling \$125.85;

b. 0.5 hours for "Prep, travel, note" totaling \$50.34.

27. On February 2, 2024, RC expressed that the fee change was without his approval and consent and he believed it was too high. RC again requested an invoice that reflected 1.5 hours, which was the amount that he and Ms. Chan had agreed to in October 2023. He refused to approve the invoice for 1.75 hours.

28. Ms. Chan provided an updated invoice that reflected 1.5 hours. RC authorized the invoice and paid via e-transfer.

Allegation 2

29. Ms. Chan's invoices between June and December 2023 did not describe an allocation of direct or indirect services. Further, she did not describe the length of the SLP treatment session in her invoices. Ms. Chan had 60-minute SLP sessions with Client SC between June and September 2023, and 45-minute SLP treatment sessions between October and December 2023.

30. All of Ms. Chan's invoices described a "home session" without detailing or justifying the type of services that occurred and what fees were billed for those services. Ms. Chan did not describe an allocation of direct or indirect services. The absence of detail and information caused the requested fees to be non-transparent and unjustified.

31. Ms. Chan's draft January 2024 invoice did not describe an allocation of direct or indirect services. The invoices charged for a 45-minute SLP treatment session:

a. 1.5 hours for a "home session" in the first invoice, and

b. 1.25 hours for a "home session" in the second invoice.

32. The absence of detail and information in Ms. Chan's invoices made the requested fees non-transparent and unjustified. The information did not adequately justify the fees charged.

Allegation 3

33. Ms. Chan corresponded with RC about his concerns. On February 7, 2024, she sent an email to RC terminating her SLP services without notice. Although she had appointments scheduled with Client SC in February, she ceased services to Client SC immediately. The scheduled sessions included one on February 9, 2024 (two days after her termination email).

34. Ms. Chan failed to implement any discharge planning. She did not provide a referral to another practitioner nor offered continuity of care for Client SC by way of discharge planning.

35. The impact of Ms. Chan's actions was that Client SC was suddenly left without SLP services. In April 2024, RC was still looking for SLP services for his son.

SUBMISSIONS REGARDING CONDUCT

Submissions on behalf of the Complaints Director on Conduct

36. Ms. Wensel began by summarizing the Hearing Tribunal's task. First, the Hearing Tribunal would determine whether the allegations are made out factually. Second, the Hearing Tribunal would determine whether the allegations factually made out met the threshold and definition of unprofessional conduct in the HPA.

37. Ms. Wensel summarized the Allegations. She briefly reviewed the agreed facts and the attachments in Exhibit 2. She indicated that Ms. Chan's conduct in this case meets the definition of unprofessional conduct in the HPA, in that it demonstrates a lack of knowledge, skill, and judgment in the provision of professional services and further contravened ACLSPA's Standards of Practice and Code of Ethics.

38. Ms. Wensel concluded by stating that with the Agreed Statement of Facts and Ms. Chan's admissions, the allegations of unprofessional conduct are proven.

Submissions of Ms. Chan on Conduct

39. Ms. Chan did not have any submissions regarding the allegations. She agreed with Ms. Wensel's summarization of the Agreed Statement of Facts and Acknowledgment of Unprofessional Conduct.

DECISION ON CONDUCT

40. After hearing from both parties and upon reviewing the evidence before it, the Hearing Tribunal finds that Allegations 1, 2, and 3 are proven. The Hearing Tribunal further finds that Ms. Chan's conduct is unprofessional conduct under subsections 1(1)(pp)(i) and (ii) of the HPA.

REASONS AND FINDINGS ON UNPROFESSIONAL CONDUCT

41. The Hearing Tribunal reviewed the facts related to each of the Allegations. Ms. Chan admitted to the conduct in the Allegations, and her admission is supported by the agreed facts.

42. Based on the facts and Ms. Chan's admission, the Hearing Tribunal finds that the conduct in the Allegations occurred. With respect to Allegation 2 specifically, the Hearing Tribunal noted that Ms. Chan did list some indirect costs in her January invoices (being the line items for "prep, travel, note"). However, the Hearing Tribunal understands that she did not identify all the indirect costs in these line items, as she simultaneously listed 1.5 hours and 1.25 hours for a 45-minute home session. Ms. Chan's admission to Allegation 2 supports this understanding.

43. The Hearing Tribunal considered whether Ms. Chan's conduct fell within the definitions of unprofessional conduct in section 1(1)(pp) of the HPA:

- (i) displaying a lack of knowledge of or lack of skill or judgment in the provision of professional services, and
- (ii) contravention of the HPA or ACSLPA's code of ethics or standards of practice.

44. Ms. Chan acknowledged that her conduct breached her statutory and regulatory obligations as a SLP. Specifically, she acknowledged that her conduct:

- a. constituted a lack of knowledge, skill or judgment in the provision of professional services, and was therefore unprofessional conduct under section 1(1)(pp)(i); and
- b. contravened ACSLPA's Standards of Practice 1.3 and 4.7, and was therefore unprofessional conduct under section 1(1)(pp)(ii):

Standard of Practice 1.3 Client Assessment and Intervention

A regulated member of ACSLPA selects and applies appropriate screening/assessment procedures, analyzes/interprets the information gathered to determine diagnosis and implements appropriate interventions to deliver quality services that correspond to clients' priorities and changing needs.

Standard of Practice 4.7 Fees and Billing

A regulated member of ACSLPA, working in a private practice environment, ensures that fees for products/services are justifiable and that clients are informed of fee schedules prior to the delivery of services.

- c. contravened ACSLPA's Code of Ethics, principles 2.1, 3.1, 4.1, and 4.5, and was therefore unprofessional conduct under section 1(1)(pp)(ii):
 - 2.1 Promote and protect the public's trust, and the reputation of the professions, by acting with honesty, integrity, objectivity, diligence, and courtesy;
 - 3.1 Communicate truthfully and respectfully with clients to facilitate understanding of proposed services and promote realistic expectations of service outcomes;
 - 4.1 Are responsible and accountable for their actions and decisions;
 - 4.5 Only seek compensation for products and services that is justifiable and fair.

45. The Hearing Tribunal accepts and agrees with Ms. Chan's admissions. The Standard of Practice 1.3 requires a SLP to implement discharge planning to promote continuity of care. Termination of SLP services should be appropriately planned. Ms. Chan's conduct under Allegation 3 failed to satisfy her obligations under Standard of Practice 1.3

46. The ACSLPA Standard of Practice 4.7 requires that SLPs ensure that their fees are justifiable and that clients are informed of fee schedules before services are provided. A SLP should fully disclose the fee schedules for services, should obtain and document client consent to fees prior to service delivery, and should provide accurate, detailed invoices in a timely manner. Ms. Chan's conduct under Allegations 1 and 2 failed to meet this Standard of Practice.

47. For all of these reasons, the Hearing Tribunal finds that Ms. Chan's conduct is unprofessional conduct as defined under subsections 1(1)(pp)(i) and 1(1)(pp)(ii) of the HPA.

SUBMISSIONS REGARDING PENALTY

The Joint Submission on Penalty

48. The parties presented a Joint Submission on Penalty to the Hearing Tribunal, which set out the penalties that the parties considered fair and appropriate in the circumstances. The proposed penalty orders can be summarized as follows:

- a. Ms. Chan shall receive a caution, and the Hearing Tribunal's decision shall serve as the caution;
- b. Ms. Chan shall complete two educational courses titled "Ethical Documentation and Billing for SLPs" and "Professionalism and Ethics for Healthcare Professionals";
- c. Ms. Chan shall submit a written reflective essay to the Complaints Director titled "The Importance of Fee Billing and Client Management: What it Means to my Practice and Profession as a SLP";
- d. Ms. Chan shall pay 25% of the costs of the investigation and hearing to a maximum of \$2,000 within 24 months of her receipt of the Hearing Tribunal's decision.

The Complaints Director's Submissions on Penalty

49. Ms. Wensel explained that the purpose of sanctioning is to protect the public from unprofessional conduct. This goal is achieved by ensuring that the public is not at risk of harm from continuing conduct, by ensuring that the public has confidence in the profession, and by sending an appropriate message to the profession as to the consequences for similar conduct.

50. Ms. Wensel reviewed the legal principles that the Hearing Tribunal should consider when evaluating the Joint Submission on Penalty, and the high threshold that must be met to reject a joint submission. The Hearing Tribunal should not depart from the joint submission unless the proposed penalties would bring the administration of justice into disrepute or would be contrary to the public interest. She referred to the case of *Timothy Edward Bradley v Ontario College of Teachers*¹ in support of her summary of the law.

51. Ms. Wensel explained the purpose of each of the penalties in the Joint Submission on Penalty. She further advised that the Hearing Tribunal could assess the penalties in light of relevant sanctioning factors described in the case of *Jaswal v. Medical Board (Nfld.)*² ("*Jaswal*"). Ms. Wensel made submissions on each of the factors.

52. Lastly, Ms. Wensel noted that the parties agreed that Ms. Chan should pay a portion of the costs of the investigation and hearing to a maximum of \$2,000.00, payable over 24 months. Ms. Wensel submitted that the amount was appropriate based on the severity of the conduct, the overall importance of the conduct, and Ms. Chan's cooperation in the complaint process.

53. Ms. Wensel concluded by requesting that the Hearing Tribunal accept the Joint Submission on Penalty.

Ms. Chan's Submissions on Penalty

¹ 2021 ONSC 2303.

² 1996 CanLII 11630 (NLSC).

54. Ms. Chan prepared an apology letter that she read to the Hearing Tribunal. She advised that after a year of processing, reflecting, and learning from the complaint, she realized that she could have done many things differently. While she did not intend to do any harm, she recognized that her intentions alone were not sufficient. As a healthcare professional, she is held to a greater standard, and she apologized for failing to ensure that measures were in place to protect her client. She fell short in her knowledge and obligations as a SLP.

55. Ms. Chan advised that RC's family was her second private client. She made incorrect assumptions around billing, and mistakenly believed there would be no harm to the family. She also assumed that if there was a conflict, the family would be comfortable speaking to her directly. She now appreciates that she should have reviewed ACSLPA's Standards of Practice and Code of Ethics diligently and rigorously. She should have spoken to other clinicians in the field and gotten clarification from ACSLPA before taking on private clients.

56. Ms. Chan recognized that she should have given more thought to her rates and hours allocations rather than revising those rates and hours as she went. She acknowledged that she should have had specific measures in place such as having discussions with the families about informed consent, billing, direct and indirect hours billed, and the importance of asking for informed consent before changing the service plan. Further, she should have considered other factors before terminating services with a family.

57. Since the complaint, Ms. Chan has spent countless hours reflecting on what she needs to change in her practice, and she has made many concrete changes to ensure that the proper measures are in place to protect her clients. She has created a document titled "Changes I've Made to My Practice" and highlighted 12 changes that she has made.

DECISION ON PENALTY

58. The Hearing Tribunal adjourned to consider the Joint Submission on Penalty. It carefully considered the parties' submissions and accepted the recommendation on orders.

REASONS AND FINDINGS ON PENALTY

59. The Hearing Tribunal agrees that the proposed orders in the Joint Submission on Penalty are reasonable, appropriate, and responsive to Ms. Chan's unprofessional conduct.

60. The purpose of the sanctions orders is to ensure that the public is protected from unprofessional conduct. The public can be protected by educating Ms. Chan on her responsibilities, by deterring her from acting similarly in the future, and by deterring other members of the profession broadly from engaging in similar conduct as was found in this case.

61. The Hearing Tribunal agrees with the Complaints Director's submission that the circumstances of Ms. Chan's conduct warrant a remedial approach. Ms. Chan was a junior member of the profession at the time of her conduct. RC and Client SC were the second family she took on as a private client. Her conduct arose, in part, due to a lack of experience.

62. Ms. Chan recognizes that her conduct was unacceptable. She is clearly remorseful and regrets her actions. The Hearing Tribunal believes that through the complaint process, Ms. Chan has learned that her conduct is unacceptable. She has already implemented changes in her

practice to ensure that similar errors and oversights do not happen again. The proposed caution order will emphasize for Ms. Chan that she must not engage in similar conduct again.

63. By completing further education, Ms. Chan will learn about proper documentation and billing practices. She will also review her ethical obligations as a SLP. She will complete a reflective essay to demonstrate to ACSLPA that she has learned from the process.

64. The orders in the Joint Submission on Penalty will also deter other members of the profession from engaging in similar conduct. Other SLPs should know that their fees must be transparent and justified, that they must inform clients of fee changes before providing services, and that they have obligations before terminating services to clients.

65. The Hearing Tribunal also considered the proposed costs order. Ms. Chan will be responsible for costs of the investigation and hearing up to a maximum of \$2,000.00. The amount is appropriate and reasonable in the circumstances.

66. On this basis, the Hearing Tribunal accepts the Joint Submission on Penalty.

CONCLUSION

67. The Hearing Tribunal finds that the Allegations against Ms. Chan are proven and constitute unprofessional conduct.

68. The Hearing Tribunal makes the following orders on the terms and conditions outlined in the Joint Submission on Penalty:

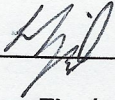
1. Ms. Chan shall receive a caution and the Hearing Tribunal's decision shall serve as a caution.
2. Within 90 days of receiving the Hearing Tribunal's decision, Ms. Chan shall complete the following remedial education, at her own cost, and shall provide proof of completion to the Complaints Director:
 - a. Education on billing practices: Ethical Documentation and Billing for SLPs
(Speechpathology.com) (<https://www.speechpathology.com/slp-ceus/course/ethicaldocumentation-and-billing-for-10747>);
 - b. Education on ethical behavior: Professionalism and Ethics for Healthcare Professionals
(NAIT) (<https://www.nait.ca/nait/continuing-education/courses/iphe201-professionalism-and-ethics-for-healthcare>).

If any of the required education becomes unavailable, Ms. Chan shall make a written request to the Complaints Director to be assigned alternative education. Upon receiving Ms. Chan's written request, the Complaints Director, in her sole discretion, may assign alternative education in which case, Ms. Chan will be notified in writing of the new education requirements.

3. Within 90 days of receiving the Hearing Tribunal's decision, Ms. Chan shall submit a written reflective essay (the "Essay") to the Complaints Director on the following terms and conditions:
 - a. The Essay must be titled "The Importance of Fee Billing and Client Management: What it Means to my Practice and Profession as a SLP";
 - b. The Essay must be at least 600 words;
 - c. Ms. Chan must review the following documents prior to writing the Essay:
 - i. ACSLPA's Standards of Practice (<https://www.acslpa.ca/members/standards-ofpractice/>), including a specific focus on Standard 4.7 Fees and Billing, Standard 1.3 Client Assessment and Intervention (regarding discharge of clients);
 - ii. ACSLPA's Code of Ethics (<https://www.acslpa.ca/code-of-ethics/>).
 - d. The Essay must be typed and comply with professional formatting guidelines (e.g. APA); and
 - e. The Essay must demonstrate at least three (3) goals of improvement on:
 - i. Ms. Chan's fee billing practices,
 - ii. Ms. Chan's practices regarding discharge planning (client management), and/or
 - iii. Ethical obligations and other professional obligations as a SLP relating to fee billing.
4. Ms. Chan shall pay 25% of the total costs of the investigation and hearing, to a maximum of \$2,000.00 (the "Costs") and on the following terms:
 - a. the Costs are due 24 months after the date that Ms. Chan's receives a copy of the Hearing Tribunal's written decision;
 - b. the Costs must be paid to ACSLPA, whether or not Ms. Chan holds an active practice permit with ACSLPA; and,
 - c. the Costs are a debt owed to ACSLPA and if not paid by the deadline indicated, may be recovered by ACSLPA as an action of debt.
5. Should Ms. Chan fail to comply with any of the orders above within the deadline specified or within the period of the extended deadline granted by the Complaints Director, the Complaints Director (or her delegate) may do any or all of the following:

- a. Treat Ms. Chan's non-compliance as information for a complaint under section 56 of the HPA;
 - b. In the case of failure to complete the course, or pay costs within the timelines referred to above, or within the amended deadline agreed to by the Complaints Director, Ms. Chan's practice permit will be suspended until she has complied with the outstanding order(s); or,
 - c. Refer the matter back to a hearing tribunal for further direction.
6. Orders 2 – 4 will appear as conditions on Ms. Chan's practice permit and ACSLPA's online public register until they are completed and notice of the conditions may be provided pursuant to section 119 of the HPA, as follows:
- a. Conduct requirement - Coursework required arising from a disciplinary matter;
 - b. Conduct requirement - Essay arising from a disciplinary matter;
 - c. Conduct requirement - Costs arising from a disciplinary matter.
7. Where mutual agreement is required between Ms. Chan and the Complaints Director relating to an outstanding requirement, and an agreement cannot be reached by Ms. Chan and the Complaints Director on the implementation of the outstanding requirement, the Complaints Director (or her delegate) may refer the matter back to a hearing tribunal for further direction.

Signed on behalf of the Hearing Tribunal by:



Laura Ziegler, Chair

Dated June 24, 2025