

**DISCIPLINE COMMITTEE OF
THE COLLEGE OF CHIROPODISTS OF ONTARIO**

B E T W E E N:

COLLEGE OF CHIROPODISTS OF ONTARIO

- and -

ANGELO CASELLA

NOTICE OF HEARING

THE INQUIRIES, COMPLAINTS AND REPORTS COMMITTEE of the College of Chiropractors of Ontario (the "**College**") has referred specified allegations against **Angelo Casella** (Registration #900286) to the Discipline Committee of the College. The allegations were referred in accordance with paragraph 26(1)1 of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*. Further information about the allegations is contained in the Statement of Allegations attached to this Notice of Hearing. A discipline panel will hold a hearing under the authority of sections 38 to 56 of the *Health Professions Procedural Code* for the purposes of deciding whether the allegations are true.

IF YOU DO NOT ATTEND AT THE HEARING IN ACCORDANCE WITH THE PRECEDING PARAGRAPH, THE DISCIPLINE PANEL MAY PROCEED IN YOUR

ABSENCE AND YOU WILL NOT BE ENTITLED TO ANY FURTHER NOTICE IN THE PROCEEDINGS.

If the discipline panel finds that you have engaged in professional misconduct, it may make one or more of the following orders:

1. Direct the Registrar to revoke your certificate of registration.
2. Direct the Registrar to suspend your certificate of registration for a specified period of time.
3. Direct the Registrar to impose specified terms, conditions and limitations on your certificate of registration for a specified or indefinite period of time.
4. Require you to appear before the panel to be reprimanded.
5. Require you to pay a fine of not more than \$35,000 to the Minister of Finance.

The discipline panel may, in an appropriate case, make an order requiring you to pay all or part of the College's costs and expenses pursuant to section 53.1 of the *Health Professions Procedural Code*.

You are entitled to disclosure of the evidence against you in accordance with section 42(1) of the *Health Professions Procedural Code*, as amended. You, or your representative, may contact the lawyer for the College in this matter:

Debra McKenna
WEIRFOULDS LLP
Barristers & Solicitors
4100-66 Wellington Street West
PO Box 35, TD Bank Tower
Toronto, ON M5K 1B7
t. (416) 947-5080
f. (416) 365-1876
e. dmckenna@weirfoulds.com

You must also make disclosure in accordance with section 42.1 of the *Health Professions Procedural Code*, which states as follows:

Evidence of an expert led by a person other than the College is not admissible unless the person gives the College, at least ten days before the hearing, the identity of the expert and a copy of the expert's written report or, if there is no written report, a written summary of the evidence.

Date: June 25, 2020



Felecia Smith, LL.B., Registrar
College of Chiropodists of Ontario
180 Dundas Street West
Toronto, ON M5G 1Z8

TO: Angelo Casella

STATEMENT OF ALLEGATIONS

1. At all material times, Angelo Casella (“**Mr. Casella**” or the “**Member**”) was a registered member of the College.

2. During the period of time from approximately August 2019 to January 2020 (the “**Relevant Period**”), Mr. Casella engaged in professional misconduct within the meaning of the following paragraphs of section 1 of the *Professional Misconduct Regulation*, O. Reg. 750/93 under the *Chiropody Act, 1991*:
 - (i) paragraph 2 (failing to meet or contravening a standard of practice of the profession) and, in particular, the College’s standards pertaining to:
 - i. Assessment and Management;

 - ii. Patient Relations;

 - iii. Records; and/or

 - iv. Prescription Custom Foot Orthoses;

 - (ii) paragraph 10 (practising the profession while the member is in a conflict of interest);

 - (iii) paragraph 14 (providing treatment to a patient where the member knows or ought to know that the provision of the treatment is ineffective, unnecessary

or deleterious to the patient or is inappropriate to meet the needs of the patient);

- (iv) paragraph 17 (failing to keep records as required by the regulations);
- (v) paragraph 18 (falsifying a record relating to the member's practice);
- (vi) paragraph 20 (signing or issuing, in the member's professional capacity, a document that contains a false or misleading statement);
- (vii) paragraph 21 (submitting an account or charge for services that the member knows is false or misleading);
- (viii) paragraph 22 (charging a fee that is excessive in relation to the services or devices charged for);
- (ix) paragraph 30 (contravening the Act, the *Regulated Health Professions Act, 1991* or the regulations under either of those Acts), specifically:
 - i. Ontario Regulation 750/93 (Professional Misconduct) under the *Chiropractic Act, 1991*, as specified in this Notice of Hearing;
 - ii. Ontario Regulation 203/94 (General) under the *Chiropractic Act, 1991*, and, in particular, the Advertising (Part II) and Records (Part III);
 - iii. section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991*; and/or

- (x) paragraph 33 (engaging in conduct or performing an act, in the course of practising the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable, or unprofessional).

PARTICULARS OF THE ALLEGATIONS

1. At all material times, Mr. Casella was a chiroprapist registered with the College to practise chiropody in the Province of Ontario.
2. During the Relevant Period, the Member engaged in the practice of chiropody at the West Mountain Footcare Clinic, located in Hamilton, Ontario (the "**Clinic**").
3. On or about January 6, 2020, the College received a complaint from Manulife Financial about the Member (the "**Complaint**").
4. As set out in the Complaint, Manulife received information from an anonymous source alleging that the Clinic was offering and/or providing incentives to plan members.
5. As a result, Manulife conducted an investigation and assigned two investigators to conduct a covert inquiry, under the alias of David Collins and Emily Daniels, to determine if the Clinic was involved in offering incentives.

A. Patient – "David Collins"

6. On or about August 22, 2019, Mr. Collins attended at the Clinic.
7. Mr. Collins approached the reception and stated he was interested in obtaining orthotics. The investigator was advised by Clinic staff that there was a \$75.00 fee for the assessment and the orthotics were \$400.00.

8. Mr. Collins was directed to a treatment room where he met with the Member. Mr. Collins informed the Member that he was interested in orthotics and complained of pain in the arch of his right foot.
9. The Member then conducted a very quick examination, which did not include a gait analysis of the patient.
10. After his assessment, the Member informed Mr. Collins that orthotics would be of benefit and proceeded to take a plaster cast of Mr. Collins' feet.
11. Mr. Collins inquired as to what shoes to wear with his orthotics and the Member stated words to the effect that the orthotics could be placed in any shoe. Mr. Collins then inquired whether it was possible to get shoes with his orthotics, to which the Member replied that he offers a package that includes shoes for \$500.00 if the patient has sufficient insurance coverage.
12. Mr. Collins then advised the Member that he had coverage up to \$500.00.
13. In response, the Member stated words to the effect that he has suppliers from whom shoes can be ordered but, instead, he has found it to be a better approach to charge patients \$400.00 for the orthotics, but submit a charge of \$500.00 to the insurer – this way the patient can use the extra \$100.00 to purchase shoes.
14. Mr. Collins agreed with the Member's proposal.

15. After Mr. Collins returned to reception and paid a \$100.00 deposit. Mr. Collins was advised by Clinic staff that the orthotics would be available in one to two weeks.
16. On or about September 24, 2019, Mr. Collins returned to the Clinic and was advised by Clinic staff that he was required to pay a balance of \$300.00 for his orthotics, which he did. Mr. Collins was then provided with a form claim and other documents to submit to his insurer for reimbursement.
17. The claim documents indicate that Mr. Collins paid \$500.00 for the orthotics.

B. Patient – “Emily Daniels”

18. On or about October 29, 2019, Ms. Daniels attended at the Clinic for an appointment. Ms. Daniels approached the reception, identified herself, and was handed a patient intake form to complete.
19. After approximately 15 minutes, Ms. Daniels was called into a treatment room by the receptionist and met there with the Member. The Member inquired why Ms. Daniels had attended at the Clinic and Ms. Daniels advised that she had sore feet and pain in the right toe joint.
20. The Member commenced an assessment of Ms. Daniels’ feet and then said words to the effect that orthotics would help. Ms. Daniels asked what orthotics would cost, to which the Member replied \$400.00.

21. The Member then asked about Ms. Daniels' insurance coverage and Ms. Daniels indicated that she had good coverage of \$500.00 or \$550.00.
22. The Member then discussed the type of orthotics to be ordered, and indicated that he could ask the laboratory to provide a second pair of orthotics if Ms. Daniels had \$500.00 in coverage.
23. The Member took a plaster cast of Ms. Daniels' feet, during which time Ms. Daniels asked what came with the orthotics. In response, the Member indicated that, with \$500.00 in coverage, she could receive orthotics and a pair of shoes or two pairs of orthotics.
24. The Member then discussed various types of shoes with Ms. Daniels, and how orthotics are made for support.
25. At the end of the assessment, Ms. Daniels confirmed she did not want two pairs of orthotics. The Member then advised that, if she had \$500.00 of benefits coverage, she could get new running shoes to fit the orthotics – she would be charged \$400.00 for one pair of orthotics and could use the extra \$100.00 from the insurer to put towards shoes.
26. The Member described this to Ms. Daniels as the “package deal”.
27. Ms. Daniels then returned to the reception area and paid a \$100.00 deposit. She was informed that the orthotics would be ready in approximately two weeks.

28. On or about November 26, 2019, Ms. Daniels returned to the Clinic. Ms. Daniels was advised to take a seat in reception by Clinic staff. After a couple of minutes, Ms. Daniels was asked to provide her shoes, which would be fitted with the orthotics.
29. Ms. Daniels then met with the Member, who returned her shoes. The orthotics prescribed by the Member were inside her shoes.
30. The Member advised Ms. Daniels that the receipt provided to her would indicate \$500.00, but reiterated that she would only pay \$400.00 and the extra \$100.00 reimbursed by the insurer was to be spent on shoes.
31. Ms. Daniels returned to the reception and paid a balance of \$300.00. Ms. Daniels was then provided with the documents required for her insurance claim, which included an invoice for \$500.00 for the orthotics prescribed by the Member.
32. In recommending and prescribing treatment to both Mr. Collins and Ms. Daniels, the Member did not perform an adequate assessment of the patient, but nonetheless recommended and prescribed orthotics to both.
33. The Member prescribed orthotics without adequately documenting the medical necessity for the prescription.
34. The Member failed to discuss other treatment options with the patient and/or determine if a different treatment was appropriate in the circumstances before prescribing orthotics.

35. Without a proper assessment performed and documented in the patient record, the Member prescribed orthotics to his patients without knowing they were clinically indicated and/or that the patients would benefit from them.
36. The Member ordered both sets of orthotics from Footletic Inc., where he pays approximately \$90.00 for the manufacture of orthotics.
37. The costs charged by the Member for the orthotics were excessive in the circumstances and the documents with respect to those charges were false and/or misleading.
38. The Member offered and provided a cash incentive to his patients for the purchase of the orthotics. The Member also signed and/or issued false and/or misleading documents with the intention that, through the patient's benefit plan, Manulife would cover the costs of that incentive.
39. The Member failed to comply with the College's standards with respect to the prescription of orthotics, including the failure to provide adequate or any follow-up care to his patients.

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Barristers & Solicitors
Suite 4100-66 Wellington Street West
PO Box 35, TD Bank Tower
Toronto, ON M5K1B7

Debra McKenna

t.(416) 947-5080

f.(416) 365-1876

e. dmckenna@weirfoulds.com

Lawyers for the College of
Chiropodists of Ontario
