

DISCIPLINE COMMITTEE OF THE COLLEGE OF CHIROPODISTS OF ONTARIO

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

IN THE MATTER OF a Hearing directed
by the Inquiries, Complaints and Reports Committee of
the College of Chiropractors 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.

BETWEEN:

COLLEGE OF CHIROPODISTS OF ONTARIO

- and -

PAUL GINSBERG

PANEL MEMBERS:

Cesar Mendez	Chair, Professional Member
Matthew Andrade	Professional Member
Riaz Bagha	Professional Member
Ramesh Bhandari	Public Member

COUNSEL FOR THE COLLEGE: Debra McKenna

REPRESENTATIVE FOR THE MEMBER: Daniel Goldbloom

INDEPENDENT LEGAL COUNSEL: Luisa Ritacca

Hearing Date: January 30, 2023

Decision Date: February 6, 2023

Release of Written Reasons: February 7, 2023

DECISION AND REASONS

1. This matter came on for hearing before a panel of the Discipline Committee on January 30, 2023. With the consent of the parties, the matter proceeded by way of videoconference.
2. The allegations made against the Member were set out in a Notice of Hearing, dated August 12, 2020. The Notice of Hearing can be found at Tab 1 of Exhibit 1 and the allegations are as follows:

Statement of Allegations

1. Paul Ginsberg (the “**Member**”) was, at all material times, a registered member of the College.
2. During the period from in or about June 2017 to November 2018, the Member engaged in professional misconduct within the meaning of the following paragraphs of section 1 of the *Professional Misconduct Regulation*, Ontario Regulation 750/93 under the *Chiropody Act, 1991*:
 - a. paragraph 2 (failing to meet or contravening a standard of practice of the profession), and, in particular, the standards pertaining to:

- i. Assessment and Management;
 - ii. Prescription Custom Foot Orthoses;
 - iii. Patient Relations; and/or
 - iv. Records;
- b. paragraph 17 (failing to keep records as required by the regulations);
 - c. (*withdrawn*)
 - d. paragraph 20 (signing or issuing, in the member's professional capacity, a document that contains a false or misleading statement);
 - e. (*withdrawn*)
 - f. paragraph 22 (charging a fee that is excessive in relation to the services or devices charged for); and/or
 - g. 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, the Member was a chiropodist registered with the College to practise chiropody in the province of Ontario.
2. In or about the period from June 2017 to November 2018 (the “**Relevant Period**”), the Member engaged in the practice of chiropody at the Hamilton Orthotic Centre located in Hamilton, Ontario (the “**Clinic**”), that was carrying on business from time to time under the name of Premier Footworks or Premier Foot and Wellness Clinics Inc.
3. On or about February 6, 2019, the College received a complaint from Manulife concerning the Member.
4. During the Relevant Period, two undercover investigators from Manulife attended the clinic for services, using the pseudonyms R.K. and C.T.
5. The investigation revealed a practice of offering an inappropriate incentive to clients who purchased orthotics at the Clinic (the “**Incentive Program**”). Clients who ordered orthotics would receive a \$150 voucher for shoes. They could then use this voucher to purchase any pair of shoes from the Boot Shop (a store adjacent to the Clinic) or could choose a pair of shoes from the limited variety displayed in the Clinic. This was included in the cost of the

orthotics, and clients were not charged an additional fee for the shoes. Alternatively, for an additional \$50 fee, clients could order any pair of footwear contained in the “Oolabs” catalogue, which could be reviewed in the Clinic.

6. The Member regularly worked full-time as a chiropodist at the Clinic. On one or more occasions he was in earshot of conversations about the Incentive Program. He knew or ought to have known about these incentives and the fact that they were improper.
7. R.K. attended the Clinic for a chiropody assessment on or about April 3, 2018. He was assessed by another chiropodist at the Clinic. An order for orthotics was placed and R.K. was told he was entitled to complimentary shoes. R.K. paid a \$100 deposit for the orthotics and \$75 for the assessment. He was given a \$150 voucher for the Boot Shop. After leaving the Clinic, R.K. went to the Boot Shop and selected a pair of shoes.
8. On or about April 12, 2018, R.K. attended the Clinic to pick up his orthotics and shoes. He was charged \$400 for the orthotics, and the \$100 deposit was refunded to him. The Clinic submitted a claim to Manulife for \$475 for the cost of R.K.’s initial assessment and orthotics. The paperwork did not indicate that the amount submitted included the cost of the shoes R.K. had selected as part of the Incentive Program. The Member was nearby and within earshot when the staff member at the front desk was discussing the submission of the Manulife claim with R.K.
9. Although the Member was present behind the counter and was available to dispense R.K.’s orthotics, a staff member working behind the desk (who was not a chiropodist) handed R.K. his orthotics and shoes. No examination or assessment was performed and no chiropodist or staff member verified that the orthotics met the prescription and the contours of R.K.’s foot.
10. The invoice for R.K.’s orthotics indicated that they were dispensed by the Member. The Member did not dispense R.K.’s orthotics. The Member knew or ought to have known that false or misleading documentation relating to his practice was issued on his behalf.
11. C.T. attended the Clinic on or about October 1, 2018 for his chiropody assessment. The Member performed that assessment. The Member’s assessment and his records of that assessment failed to meet the applicable standards in that:
 - a. the assessment did not properly assess C.T.’s need for orthotics;

- b. the Member prescribed orthotics when the assessment did not indicate that they were medically necessary, did not indicate they were appropriate, and/or did not indicate they would be effective for C.T.'s needs;
 - c. the records did not indicate that orthotics were medically necessary; and/or
 - d. the records did not indicate that alternative treatment options were discussed;
12. C.T. was charged \$75 for the assessment and paid an additional \$50 to order a pair of boots as part of the Incentive Program.
 13. When C.T. was ordering the boots he had selected, the Member was nearby and within earshot. During this conversation, the staff member asked how much C.T.'s benefits covered and indicated that if they did not cover \$500, then the charge could be reduced to \$400.
 14. C.T. attended the Clinic on or about October 16, 2018 to pick up his orthotics and boots. He paid \$500, and the reception staff advised that they would submit the claim to Manulife, along with a claim for the \$75 assessment fee. The paperwork did not indicate that part of the amount paid reflected the cost of the shoes C.T. had selected as part of the Incentive Program.
 15. The Member put the orthotics in the boots and gave them to C.T. to try on. The Member advised that they should not be worn for more than several hours at a time until C.T. was used to them.
 16. No examination or assessment was performed and no chiropodist or staff member verified that the orthotics met the prescription and the contours of C.T.'s foot.
 17. The Member did not offer a follow up appointment to C.T., nor did he or the Clinic follow up with C.T. by phone.
 18. During the Relevant Period, patient C.B. and his spouse, L.K., attended the Clinic, on or about December 1, 2017. They were assessed by another chiropodist at the Clinic and ordered orthotics.
 19. On or about December 15, 2017, invoices were issued for both C.B. and L.K.'s orthotics. The invoices indicated that the orthotics had been dispensed by the Member and were marked "all items dispensed."
 20. The invoices and/or claims were false or misleading, in that the orthotics had not been dispensed by the Member.

Withdrawal of Allegations

3. The College advised the Panel that it sought leave to withdraw two allegations listed in the Notice of Hearing. The Member consented to the request.
4. The Panel granted leave to withdraw the allegations found at paragraph 2(c) and (e) of the Notice of Hearing.

Member's Plea

5. The Member admitted that he engaged in professional misconduct as described in the remaining allegations set out in the Notice of Hearing.
6. The Panel conducted an oral plea inquiry and was satisfied that the Member's admissions were voluntary, informed, and unequivocal.

Agreed Statement of Facts

7. The evidence at the hearing proceeded by way of agreement. The parties tendered an Agreed Statement of Facts. The material portions of the Agreed Statement of facts provide as follows:
 1. Paul Ginsberg ("**Mr. Ginsberg**" or the "**Member**") was at all material times a registered member of the College. The Member was born and raised in South Africa where he completed his chiropody training and commenced his chiropody practice. He immigrated to Canada in 2007 and was first registered with the College on or about April 27, 2007.
 2. In or about the period from June 2017 to November 2018 (the "**Relevant Period**"), the Member was one of several Chiropodists engaged in the practice of chiropody at the Hamilton Orthotic Centre located in Hamilton, Ontario (the "**Clinic**"), which was carrying on business from time to time under the name of Premier Footworks or Premier Foot and Wellness Clinics Inc. ("**Premier**").
 3. The Member was a salaried employee of the Clinic. He did not have an ownership stake or management position at the Clinic.

4. If the Member were to testify, it would be his evidence that he was not involved in the Clinic's submissions of claims to insurers, processing of payment or invoices, management, administrative matters, business practices, or scheduling. However, the Member acknowledges that, as a member of the College, it was and is his professional responsibility to be aware of these matters insofar as they related to his own practice to ensure that the College's regulations and standards are and were complied with in relation to his practice.
5. On or about November 12, 2018, a corporate decision was made to close the Clinic and file for bankruptcy, and Clinic operations ceased. The Member was not involved in the decision to file for bankruptcy and was not an officer, director, owner, or shareholder in the corporate entity. On December 13, 2018, the Clinic and its affiliated corporation, OOLab Inc. were ordered into receivership by an Ontario court. If the Member were to testify, it would be his evidence that he could not access the Clinic, its scheduling and appointment software, or his patient files after Clinic operations ceased.

A. Incentive Program

6. On or about February 6, 2019, the College received a complaint from Manulife concerning the Member (the "**Complaint**"). As outlined in the Complaint, an undercover investigator from Manulife attended the Clinic in a covert capacity, posing as a patient, using the pseudonym "Chris Thomas".
7. Manulife's investigation revealed a practice of offering an inappropriate incentive, in the form of free or discounted shoes, to patients who purchased orthotics from the Clinic (the "**Incentive Program**").
8. Patients who ordered orthotics from the Clinic received a \$150.00 voucher for shoes, which they would then use to purchase shoes from the Boot Shop – a store located adjacent to the Clinic. Alternatively, for a fee of \$50.00, patients could select footwear from the "OOLab" catalogue.
9. At the material time, OOLab Inc. was the orthotics manufacturer from whom the Clinic ordered its orthotics. OOLab was affiliated with Premier Foot and Wellness ("**Premier**"), which operated various clinics, including the Clinic.

10. The Member regularly worked full-time as a chiroprapist at the Clinic and was aware of the Incentive Program and the Clinic's affiliation with OOLab.
11. The Member admits that providing incentives to patients for the prescription of orthotics is prohibited and contrary to the College's regulations, standards, and conflict of interest policy.

B. Treatment of "Chris Thomas"

12. Mr. "Thomas" attended the Clinic on or about October 1, 2018, for a chiropody assessment. The Member performed the assessment while Mr. "Thomas" made a surreptitious audio recording. Attached as **Exhibit "A"** is a copy of the Member's patient records for the assessment. Attached as **Exhibit "B"** is an audio-recording of the Member's assessment of Mr. Thomas.
13. After examining Mr. "Thomas", the Member diagnosed him with metatarsalgia, with forefoot valgus, retracted toes, and plantarflexed first metatarsal, and prescribed custom foot orthotics. The Member advised Mr. "Thomas" that he would see him for the dispensing appointment when the custom orthotics were ready.
14. The College does not allege that the Member's diagnosis was incorrect, nor does the College allege that the prescription of custom orthotics was unwarranted or harmful to the patient. Various appropriate steps that the Member took during his assessment are captured in the audio recording but not documented in the patient record. However, as indicated by patient records and audio-recording, the Member's assessment and treatment of Mr. "Thomas" failed to meet the College's standards, including failings in documenting steps taken, in that:
 - the Member failed to obtain or document sufficiently detailed medical history from the patient including, among other things, references to medications and pertinent details about any prior surgeries;
 - the Member failed to document reasonable information about the Member's examinations, clinical findings, and assessments;
 - the Member failed to document reasonable information about treatment plans;

- the Member failed to ensure that his patient records for the patient were clear and accurate;
 - the Member permitted staff to scan the patient's feet, but failed to review the scan and compare it with the patient's feet to ensure that properly constructed orthotics was made for the patient;
 - the Member was aware Mr. "Thomas" was participating in the Incentive Program and was offered discounted shoes (Blundstone boots) with the prescription of orthotics.
15. Mr. "Thomas" was charged \$75.00 for the assessment and paid an additional \$50.00 to order a pair of boots as part of the Incentive Program. Clinic staff told Mr. "Thomas" that if his benefits coverage did not cover \$500.00, the orthotics charge could be reduced to \$400.00.
16. The Clinic booked a dispensing appointment for Mr. "Thomas" on October 18, 2018. However, Mr. "Thomas" instead attended the Clinic unannounced two days earlier on October 16 to pick up his orthotics and boots. The Member nevertheless met with Mr. "Thomas" to dispense the orthotics, having been called out of another consultation to do so.
17. In dispensing the orthotics, the Member placed the orthotics into the boots and had Mr. "Thomas" try them on. The Member then had Mr. "Thomas" walk around in the orthotics while he observed. The Member questioned Mr. "Thomas" about how the orthotics felt, including specifically asking about the padding in the forefoot and the cushion in the heel cup. The Member advised Mr. "Thomas" on breaking in the orthotics and provided the necessary wearing instructions.
18. The Member acknowledges that, in dispensing the orthotics, he did not conduct a proper fitting by confirming that the constructed orthotics met the contours of Mr. Thomas's feet.
19. The Member also acknowledges that he failed to document the details of the dispensing in the patient record, but, again, Mr. "Thomas" surreptitiously audio recorded his interaction with the Member on this date.

20. After the dispensing, Mr. "Thomas" paid \$500.00 for his orthotics, and the reception staff advised that they would submit the claim to Manulife, along with a claim for the \$75.00 assessment fee. The paperwork provided to Mr. "Thomas" and Manulife for the orthotics and assessment benefit coverage did not include reference to the boots or the cost of the boots (\$50.00) that Mr. "Thomas" had received as part of the Incentive Program. The retail price of the boots was approximately \$230.00.
21. Regarding follow-up care, the Member advised Mr. "Thomas" to contact him if there were any problems with the orthotics.
22. Were the Member to testify, he would state that the Clinic's normal practice was that once a patient received orthotics, they were placed in a queue for a follow-up telephone call in six-week's time by clinic staff. If the patient had comments or questions concerning orthotics or treatment in that phone call, this would be brought to the attention of a Chiropodist in the Clinic, who would take appropriate actions such as telephoning the patient and scheduling follow-up appointments where necessary.
23. The Member acknowledges that, at the time the Clinic closed on or about November 12, 2018, Mr. Thomas had not been contacted by the Member or Clinic staff for any follow-up.

C. Records Regarding Other Patients

24. During the Relevant Period, patient C.B. and his spouse, L.K., attended the Clinic, on or about December 1, 2017. They were assessed by another chiropodist at the Clinic and ordered orthotics.
25. C.B. and L.K. had both previously been patients of the Member, who had seen them and prescribed orthotics to them in the past.
26. On or about December 15, 2017, invoices were issued by the Clinic for both C.B. and L.K.'s orthotics. The invoices indicated that the orthotics had been dispensed by the Member and also included reference to his College registration number.

27. Manulife investigated the claims for the orthotics and subsequently concluded that the invoices and/or claims were misleading, insofar as the orthotics had not been fully paid for or dispensed by the Member.
28. The invoices and claims also did not disclose that on that occasion, and previously, C.B. and L.K. had both received free or discounted shoes with the prescription of orthotics.
29. If the Member were to testify, it would be his evidence that he had no role whatsoever in the creation of the orthotics invoices issued to C.B. and L.K. dated December 15, 2017, did not see the patients at that time, and was not involved in the submission of those invoices to Manulife for reimbursement under the benefits plan.
30. Notwithstanding, as a member of the College, the Member acknowledges that, under section 13(1) and 13(2) of Ont. Reg. 203/94, he was required, in relation to his practice, to take all reasonable steps necessary to ensure that records were kept in accordance with the College's regulations and standards, and that reasonable steps included verification by him, at reasonable intervals, that the records were kept and complied with the College's regulations and standards. As a result, the Member acknowledges that it was his professional responsibility to know what the billing practices were at the Clinic in respect of his practice and he should have taken steps to ensure that inappropriate practices of this nature did not occur.
31. With the benefit of hindsight and reflection, the Member recognizes that the failure to involve himself in the business and billing practices of the Clinic, combined with the conflict of interest arising from Clinic's shoe incentive program, created an environment at the Clinic that undermines public confidence in the profession and frustrates the College's oversight role.

D. Summary

32. The following written standards of the College were standards of practice of the profession during the Relevant Period and are appended as **Exhibits "C" to "F"** to the Agreed Statement of Facts:
 - a. Assessment and Management;

- b. Patient Relations;
 - c. Records; and
 - d. Prescription Custom Foot Orthoses.
33. Based on the facts set out above, the Member admits that he committed acts of professional misconduct within the meaning of the following paragraphs of section 1 of the Professional Misconduct Regulation, O. Reg. 750/93 under the Chiropractic Act, 1991:
- (i) paragraph 2 – failing to meet or contravening a standard of practice of the profession) and, in particular, the College’s written standards pertaining to:
 - a. Assessment and Management;
 - b. Patient Relations;
 - c. Records; and/or
 - d. Prescription Custom Foot Orthoses;
 - (ii) paragraph 17 – failing to keep records as required by the regulations;
 - (iii) paragraph 20 – signing or issuing, in the member’s professional capacity, a document that contains a false or misleading statement;¹
 - (v) paragraph 22 – charging a fee that is excessive in relation to the services or devices charged for;
 - (vi) paragraph 33 – engaging in conduct or performing an act, in the course of practising the profession that, having regard to all the circumstances, would

¹ The misconduct under this section refers only to misleading statements, and not to false statements. It refers specifically to financial documentation that Clinic staff issued and submitted to Manulife in respect of treatment and prescriptions by the Member for “Chris Tomas” was misleading in that it omitted any reference to the shoes provided to patients at reduced cost as part of the Incentive Program. The Member accepts that these documents were issued in the Member’s professional capacity on his behalf by Clinic staff, regardless of whether he was involved in or aware of their contents.

reasonably be regarded by members as disgraceful, dishonourable, or unprofessional.

G. Other Acknowledgements

34. The Member understands the nature of the allegations that have been made against him and that, by voluntarily admitting these facts and allegations, he waives his right to require the College to otherwise prove the allegations.
35. The Member understands that the panel of the Discipline Committee can accept that the facts and allegations herein constitute professional misconduct and, in particular, can accept his admissions that they constitute professional misconduct.
36. The Member understands that the panel of the Discipline Committee can make orders as a result of a finding of professional misconduct, as described in the Notice of Hearing. The Member understands that if the panel makes a finding or findings of professional misconduct against him, the panel's decision and its reasons, and/or a summary of its reasons, including the facts contained herein, and the Member's name will be published, including but not limited to, in the College's member publications, in the College's Register, on the College's website, and/or on CanLII (a website operated by the Canadian Legal Information Institute).
37. The Member acknowledges that he has had the opportunity to obtain legal advice. He further acknowledges that he is entering into this Agreed Statement of Facts freely and voluntarily, without compulsion or duress.

Decision and Reasons

8. Based on the Member's admissions as set out in the Agreed Statement of Facts, the Panel was satisfied that the Member engaged in professional misconduct as alleged.
9. In coming to this decision, the Panel considered the Member's conduct, the Member's plea, and the Member's admission of professional misconduct as described in the Agreed Statements of Facts and was satisfied that this conduct constituted professional misconduct as alleged and as admitted.

Joint Submission on Penalty and Costs

10. The Panel received and considered a Joint Submission on Penalty and Costs from the parties (the “**Joint Submission**”) which sought the following:
1. An oral reprimand;
 2. An order suspending the Member’s certification of registration for a period of eight (8) months, commencing on February 13, 2023,² three (3) months of which will be remitted upon the Member successfully completing the PROBE ethics course and the University of Toronto records course as outlined in paragraph 3(a) below.
 3. An order directing the Registrar to impose terms, conditions, and limitations on the Member’s certificate of registration requiring the following:
 - (a) Prior to returning to practice, the Member shall successfully complete both the PROBE ethics course and the University of Toronto medical record keeping course at his own expense and provide documentary evidence of his completion of those remedial steps to the satisfaction of the Registrar;
 - (b) Upon returning to practice after his suspension, the Member is prohibited from imaging, casting, prescribing, constructing, fitting, dispensing and/or ordering the fabrication of orthotics for a period of twelve (12) months (the “Restricted Period”). The Member is additionally not entitled to assign these duties to anyone else in his clinic, regardless of whether he receives a fee, during the Restricted Period, but shall refer such duties to another member of the College in good standing at another clinic not affiliated with the Member’s clinic.
 - (c) At his own expense, the Member will receive supervision of his chiropody practice with a supervisor approved by the Registrar for a period of twelve (12) months from the date on which the Member returns to practise from the

² During the period of suspension, the Member is not permitted to practise chiropody. For the sake of clarity, this includes, among other things, the Member is not permitted to use the restricted title of chiropodist, or hold himself out as being able to practise, or hold himself out as a member of the College. The Member is not permitted to invoice or earn any income from the practice of chiropody (directly or through a health profession corporation) or be present at the Member’s primary practice location or any secondary practice location or attend at a practice setting where chiropody patients are in attendance, to be involved in or participate in any of the chiropody care to be provided to chiropody patients.

suspension. The terms of the supervision are as follows:

- The supervisor shall visit with the Member in person on at least four (4) occasions – twice in the first six months and twice in the last six months;
 - The visits with the supervisor will be unannounced;
 - The supervisor shall determine the length of each visit;
 - In conducting the supervision, the supervisor shall discuss ethics, practice management, record-keeping and compliance with the College's standards with the Member;
 - The supervisor shall prepare a report to the Registrar after the second (2) visit and after the fourth (4) visit;
 - The Member shall provide the supervisor with the Discipline Committee's decision and then provide written confirmation to the Registrar, signed by the supervisor, that the supervisor has received and reviewed the final decision;
- (d) In the event that the Member obtains employment to provide chiropody services during the twelve (12) months following the date that the Member is able to return to practise after his suspension, the Member shall:
- notify any current or new employers of the Discipline Committee's final decision;
 - ensure the Registrar is notified of the name, address, and telephone number of all employer(s) within fifteen (15) days of commencing employment;
 - provide his employer(s) with a copy of:
 - the Discipline Committee's Order;
 - the Notice of Hearing;
 - the Agreed Statement of Facts;
 - the Joint Submission on Penalty;
 - a copy of the Discipline Committee's decision; and
 - have his employer forward a report to the Registrar within fifteen (15) days of commencing employment confirmation that the employer has received the

documents noted above and agrees to notify the Registrar immediately upon receipt of any information that the Member is not complying with the College's standards;

4. An order that the Discipline Committee's decision be published, in detail with the Member's name, in the College's official publication, on the College's website, and/or on the College's public Register;
5. An order directing the Member to pay costs to the College in the amount of \$35,000.00 on the following payment schedule:
 - \$10,000.00 – January 30, 2023
 - \$6,250.00 – July 30, 2023
 - \$6,250.00 – January 30, 2024
 - \$6,250.00 – July 30, 2024
 - \$6,250.00 – January 30, 2025
6. The College and the Member agree that if the Discipline Committee accepts this Joint Submission on Penalty, there will be no appeal or judicial review of the decision to any forum.

Decision and Reasons for Penalty and Costs

11. The Panel reviewed the Joint Submission and received submissions from counsel. The Panel accepted the Joint Submission and made an order consistent with its terms before the conclusion of the hearing.
12. In reaching its decision on penalty, the Panel understood it should not depart from a joint proposal unless granting it would bring this process into disrepute or otherwise be contrary to the public interest.
13. The Panel was satisfied that the terms contained in the Joint Submission are reasonable, proportionate, in the public interest, and will maintain public confidence in the Discipline Committee.
14. In reaching its decision on penalty the Panel considered;

- That this was the Member's first time appearing before the College's Discipline Committee.
 - The letter submitted to the Panel by the Member in which the Member both acknowledges responsibility for his conduct and demonstrates remorse.
 - The positive reference letters submitted to the Panel by the Member from both colleagues and patients supporting the Member's character and past conduct.
15. By admitting the allegations of professional misconduct and entering into the Agreed Statements of Facts and a joint submission as to penalty and costs, the Member has saved the College considerable time and expense, which would have been incurred had the matter proceeded on a contested basis.
 16. The penalty incorporates a component of rehabilitation and education through the compulsory enrollment and completion of both the PROBE ethics course and the University of Toronto medical record keeping course, as well as the subsequent period of supervision of the Member's practice of chiropractic.
 17. The Panel was satisfied that the penalty was reasonable considering the professional misconduct alleged and admitted to in the Agreed Statement of Facts and is aligned with the range of penalties imposed in similar cases.
 18. Similarly, the Panel was satisfied that the costs agreed to are proportional to and aligned with costs awarded in similar cases by this Discipline Committee.
 19. The publication and reporting of the case on the College website and other publications sent out by the College will act as a specific deterrence to the Member and as a general deterrence to the profession as a whole.
 20. Further, the reporting of the case on the College website and in other publications sent out by the College are consistent with the College's mandate to protect the public, and to do so in a fair and transparent manner.
 21. At the conclusion of the hearing, having confirmed that the Member waived any right to appeal, the Panel delivered an oral reprimand on the record.

I, Cesar Mendez, sign this decision and reasons as Chairperson of this Discipline panel and on behalf of the members of the Discipline panel as listed below:



Cesar Mendez, Chairperson

Date: February 7, 2023

Panel Members:

Matthew Andrade

Professional Member

Riaz Bagha

Professional Member

Ramesh Bhandari

Public Member

COLLEGE OF CHIROPODISTS OF ONTARIO v. PAUL GINSBERG

As you know, Mr. Ginsberg as part of its penalty, this Discipline panel has ordered you be given an oral reprimand.

The fact that you have received this reprimand will be part of the public portion of the Register and, as such, part of your record with the College.

Although you will be given an opportunity to make a statement at the end of the reprimand, this is not an opportunity for you to review the decision made by the Discipline panel, nor a time for you to debate the merits of our decision.

The panel has found that you have engaged in professional misconduct in the following ways:

1. You failed to meet the standards of practice of the profession, including the Assessment and Management, Prescription Custom Foot Orthoses, Patient Relations and Records Standards;
2. You failed to keep records as required by the regulations;
3. You signed or issued a document that contained a false or misleading statement ;
4. You charged excessive fees in relation to the services or devices provided; and
5. You engaged in conduct which would reasonably be regarded by other members of this profession as disgraceful, dishonourable, or unprofessional.

The fact that you engaged in professional misconduct is a matter of profound concern. You have brought discredit to the entire chiropody profession and to yourself. Public confidence in this profession has been put in jeopardy. The result of your misconduct is that you have let down the public, the chiropody profession, and yourself.

We appreciate that you have taken responsibility here and that you were willing to admit misconduct. It is clear from the letters you have submitted that you are a highly regarded member of your community and that your patients have benefited from your services over the years.

We also want to make it clear to you that while the penalty that this panel has imposed upon you is a fair penalty, a more significant penalty will likely be imposed by another Discipline panel in the event that you are ever found to have engaged in professional misconduct again.

As you heard earlier, you will now be given an opportunity to respond if you wish. Do you wish to make any comments?

Thank you for attending today. We are adjourned.